

L13000035530

(Requestor's Name)

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5/15/15

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*[Handwritten signature]*

# RHG RAPPEL HEALTH LAW

601 21ST STREET— SUITE 300 — VERO BEACH, FLORIDA — 32960  
TELEPHONE: 772.778.8885 — E-MAIL: [postmaster@rappelhealthlaw.com](mailto:postmaster@rappelhealthlaw.com)

May 8, 2015

**CERTIFIED MAIL-RETURN RECEIPT REQUESTED**

**Article Number: 7014 0150 0001 8313 1580**

Registration Section

ATTN: Michelle Milligan, Administrator

Division of Corporations

Clifton Building

2661 Executive Center Drive

Tallahassee, Florida 32301

Re: Interest Exchange Documents  
JETCO, LLC

Dear Ms. Milligan:

Please find enclosed Articles of Interest Exchange of JETCO, LLC, along with Amended and Restated Articles of Organization, and a check in the amount of Fifty Five and 00/100ths Dollars (\$55.00) for Filing Fees, and a Certified Copy, which are being submitted in accordance with Section 605.1035, *Florida Statutes*.

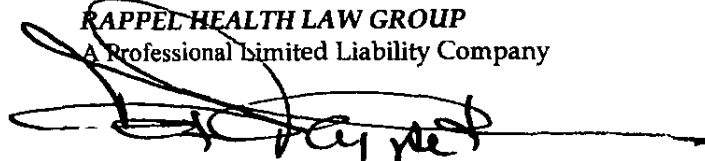
Please return all correspondence concerning this matter to:

Robert Rappel, DO, JD  
Rappel Health Law Group, PL  
601 21<sup>st</sup> Street, Suite 300  
Vero Beach, Florida 32960  
Telephone: 772.778.8885  
Electronic Correspondence: [dr@rappelhealthlaw.com](mailto:dr@rappelhealthlaw.com)

Should you have any questions regarding the above, please contact us at your convenience.

Very truly yours,

**RAPPEL HEALTH LAW GROUP**  
A Professional Limited Liability Company



ROBERT RAPPEL, D.O., J.D.  
For the Firm

/dr

Enclosures: as stated

cc: Timothy Cabrera, Governor  
div corp interest exchange filing docs 05.08.2015

ROBERT RAPPEL, D.O., J.D. \*† | CRAIG M. RAPPEL, ESQ. \*§0

\* | \*MEMBER FLORIDA AND DC BAR | + BOARD CERTIFIED HEALTH LAW ATTORNEY |  
| § MEMBER OF LAW SOCIETY OF ENGLAND & WALES, SRA NO. 492691 |  
| ◊ MEMBER OF LAW SOCIETY OF UPPER CANADA |

Rec 5/14/15

EXECUTION DOCUMENT

ARTICLES OF INTEREST EXCHANGE  
OF  
JETCO, L.L.C.

EFFECTIVE DATE

3/15/15

Pursuant to §605.1035, *Florida Statutes*, I hereby submit the following Articles of Interest Exchange:

**ARTICLE I - ACQUIRED ENTITY**

The name of the acquired limited liability company ("Company") is:

JETCO, LLC

The document number of the acquired entity is: L13000035530

**ARTICLE II - ACQUIRING ENTITY**

The name of the acquiring entity is:

JETCO HOLDINGS, LLC

The jurisdiction of formation of the acquiring entity is the State of Wyoming. The Document Number is: 2014-000668283, and the acquiring entity is a limited liability company

**ARTICLE III - PLAN OF INTEREST EXCHANGE**

The Plan of Interest Exchange was approved by JETCO, LLC, the acquired limited liability entity in accordance with the provisions of §§605.1031-605.1036, *Florida Statutes*, and by each member of such limited liability company, who, as a result of the interest exchange, will have interest holder liability under §605.1033(1)(b) and whose approval is required.

**ARTICLE IV - AMENDED AND RESTATED ARTICLES OF ORGANIZATION**

The Amended and Restated Articles of Organization to JETCO, LLC, the acquired limited liability company, have been approved and made part of the Plan of Interest Exchange and are attached.

**ARTICLE V - APPROVAL OF PLAN OF INTEREST EXCHANGE ACQUIRING ENTITY**

The Plan of Interest exchange has been approved by JETCO HOLDINGS, LLC in accordance with the organic laws of the State of Wyoming.

**ARTICLE VI - APPRAISAL RIGHTS**

The acquiring entity, JETCO HOLDINGS, LLC, has agreed to pay to any Members of

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CLERK OF SUPERIOR COURT  
JULIA A. HARRIS  
CLERK

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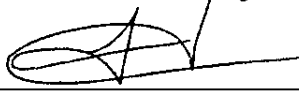
**JETCO, LLC**, the acquired entity with appraisal rights the amount to which such Members are entitled under §§605.1006 and 605.1061- 605.1072, *Florida Statutes*.

**ARTICLE VII - EFFECTIVE DATE OF INTEREST EXCHANGE**

The effective date of the interest exchange shall be on or before May 15, 2015.

**ACQUIRED ENTITY**

**JETCO, LLC,**  
*A Florida Limited Liability Company*

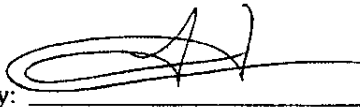
By: 

Name: Timothy Cabrera

Its: Governor

**ACQUIRING ENTITY**

**JETCO HOLDINGS, LC**  
*A Wyoming Limited Liability Company*

By: 

Name: Timothy Cabrera

Its: Manager

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15 MAY 14 PM 4:40  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

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AMENDED AND RESTATED ARTICLES OF ORGANIZATION  
OF  
JETCO, L.L.C.

FILED  
MAY 14 PM 4:40  
CLERK OF CIRCUIT COURT  
IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA

1. The following provisions of the Articles of Organization of JETCO, LLC, a Florida limited liability company ("Company"), filed with the Secretary of State on March 7, 2013, Document Number 90-0951701, be, and they are hereby amended in its entirety, pursuant to Section 605.0202 and Section 605.1035(2)(d), *Florida Statutes*, to read as follows:

**ARTICLE I - NAME**

The name of the Limited Liability Company ("Company") is

JETCO, L.L.C.

**ARTICLE II - PRINCIPAL PLACE OF BUSINESS**

The principal place of business and mailing address of the Company is 6278 N. Federal Highway, Ste. 175 Fort Lauderdale, FL 33308 or such a place as may be designated by the Members.

**ARTICLE III - REGISTERED AGENT AND ADDRESS**

The name and street address of the initial registered agent for service of process in the state for this Company is DEC Consultants, Inc., 601 21<sup>st</sup> Street, Suite 300, Vero Beach, Florida 32960-0801.

**ARTICLE IV - PURPOSE**

The general nature, purpose and character of business to be transacted by the Company is :

A. To engage in every phase and aspect of the business of Company in design, production, marketing, innovation, licensing, merchandising, strategic direction and on-going operations to improve physician awareness of patient conformance with drug therapy, identify and reduce narcotic diversion, minimize adverse drug reactions, and assist and facilitate personalized patient care through molecular diagnosis and analytical services, and in the future may engage in additional related and unrelated businesses under the laws of the State of Florida.

B. To invest the funds of the Company in real estate, mortgages, stocks, bonds or any other type of investment and to own real and personal property necessary for the rendering of services.

C. At its option to purchase and acquire units owned and held by any member who dies in accordance with the Operating Agreement adopted by the members of the Company setting forth the terms and conditions of such purchases; provided, however, that the capital of the Company is not impaired.

D. At its option, to enter into a partnership or joint venture with other qualified companies in the areas stated in paragraph A of this Article IV.

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**ARTICLE V - DURATION**

The Company shall exist upon the date of filing of the Original Articles of Organization with the Secretary of State, and shall continue perpetually or until dissolution prior thereto pursuant to the provisions hereof and upon filing of Articles of Dissolution with the Secretary of State pursuant to Section 605.0707, *Florida Statutes*.

**ARTICLE VI - MANAGEMENT**

The Company shall be Manager -Managed as set forth in the Operating Agreement for the Company; provided, however, that the Members may, by regulation or operating agreement, provide for the management of the Company by a non-member manager.

**ARTICLE VII - ADDITIONAL MEMBERS**

Additional members may be admitted to the Company in the manner provided for in the Operating Agreement.

**ARTICLE VIII - DISSOLUTION**

In the event of the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or upon the occurrence of any other event of dissolution as the members may specify by regulation or operating agreement, which terminates the continued membership of a Member in the Company, the Company shall be dissolved unless within thirty (30) days after such event, unless the remaining Members agree in writing to continue the business of the Company.

**ARTICLE IX - INDEMNIFICATION**

The Company shall, to the fullest extent permitted by law, be entitled to indemnify any Member or Manager for any liability incurred in connection with any action, if such Member and/or Manager acted in good faith and in a manner it reasonably believed to be in furtherance of, or not opposed to, the best interests of the Company. The Company shall indemnify any person who is or was a party, or who is threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he or she is or was a Member, Manager, Member Manager or employee of the Company, or is or was serving at the request of the Company as a manager, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company.

**ARTICLE X - LIMITATION OF LIABILITY OF MEMBERS**

The personal liability of the Members to the Company and other Members shall be limited to the maximum extent allowed by Florida law and there shall be no Member who is personally

EXECUTION DOCUMENT

liable for the debts of, or claims against, the Company.

**ARTICLE XI - TRANSFERABILITY OF INTEREST**

No Member of the Company may transfer or assign its interest in the Company without the prior written consent of all of the other Members. Any attempt to transfer or assign a Member's interest, without such a written consent, shall not entitle the transferee to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be only entitled to receive the share of profits or other compensation by way of income and the return of contributions to which the Member otherwise would be entitled.

**ARTICLE XII - POWER TO AMEND**

The power to adopt, alter, amend or repeal the Articles of Organization of the Company shall be vested solely in the Members of the Company and shall be by a unanimous vote of approval of the Members. As provided for in Section 605.0107 (4), *Florida Statutes*, any conflict between the Operating Agreement and these Articles of Organization are to be resolved in favor of the Operating Agreement with respect to any internal disputes

**ARTICLE XIII - LIMITED LIABILITY COMPANY REGULATIONS**

The power to adopt, alter, amend, or repeal the regulations incorporated in the Operating Agreement of the limited liability company shall be vested in the Members of the Company. Regulations adopted by the Members may be repealed or altered; the Members may adopt new regulations; and the Members may prescribe any regulations made by them that such regulations may not be altered, amended, or repealed by the Member manager or managers. The regulations may contain any provisions for the regulation and management of the affairs of the limited liability company not inconsistent with law or the Articles of Organization.

2. The foregoing amendments and restatement of the Articles of Organization were adopted by the Members and Managers of the Company on April 15, 2015.

IN WITNESS WHEREOF, the Member or authorized representative of a Member in accordance with Section 605.0203, *Florida Statutes*, has caused these Amended and Restated Articles of Organization to be executed this 21<sup>st</sup> day of April, 2015.

3. The number of votes cast by the Member for the Amended and Restated Articles of Organization was sufficient for approval.

JETCO HOLDINGS, LLC

By: 

Name: Timothy Cabrera

Its: Governor

Authorized Representative in accordance with Section 605.0203 (1)(b), *Florida Statutes*, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted to the Department of State constitutes a third degree felony as provided for in Section 817.155, *Florida Statutes*.

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4. Pursuant to the Provisions of Section 605.0113, *Florida Statutes*, the undersigned limited liability company submits the following statement in designating the Registered Office/Registered Agent in the State of Florida.

1. The name of the Limited Liability Company is:

JETCO, L.L.C.

2. The name and address of the registered agent and office is:

DEC Consultants, Inc.  
601 21<sup>st</sup> Street  
Vero Beach, Florida 32960-0801

**ACKNOWLEDGMENT:**

Having been named as registered agent and to accept service of process for the above stated Limited Liability Company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, *Florida Statutes*

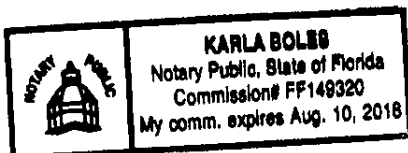
DEC CONSULTANTS, INC.

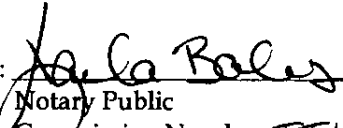
By:   
Name: ROBERT RAPPEL, D.O., J.D.  
Its: President

Dated: May 8, 2015

STATE OF FLORIDA )  
COUNTY OF INDIAN RIVER )

The foregoing instrument was acknowledged before me this 8 day of May, 2015, by Robert Rappel, President, DEC Consultants, Inc. who is personally known to me and who did not take an oath.



By:   
Notary Public  
Commission Number: FF149320