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FILED
2015 AUG 28 PM 4: 21
TALLAHASSEE, FLORIDA
STATE

AUG 31 2015
A RAMSEY

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Independent Imaging, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Susan Smith
Contact Person

Smith + Elkin, CPA's, PA
Firm/Company

4601 Military Trl. Ste 201
Address

Jupiter, FL 33458
City, State and Zip Code

SSmith@SmithElkin.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Susan Smith at (561) 775-2134
Name of Contact Person Area Code Daytime Telephone Number

Certified copy (optional) \$30.00

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Articles of Merger
For
Florida Limited Liability Company**

FILED
2015 AUG 28 PM 4:21
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company, in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Independent Imaging, LLC</u>	<u>Florida</u>	<u>LLC</u>
<u>Palms West MRI, LLC</u>	<u>Florida</u>	<u>LLC</u>
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Independent Imaging, LLC</u>	<u>Florida</u>	<u>LLC</u>

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)



- This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
Independent Imaging, LLC x		Arthur Hansen
Palms West MRI, LLC x		Arthur Hansen
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

Fees:	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

PLAN OF MERGER

INDEPENDENT IMAGING, L.L.C.
&
PALMS WEST IMAGING, L.L.C.

The following Plan Of Merger has been adopted unanimously by each of Independent Imaging, L.L.C. and Palms West MRI, L.L.C. and their members, being Dr. Rajendra Bansal, Dr. Arthur Hansen, and J. Daniel Ghiragossian, and all parties understand and agree that this Plan Of Merger will be submitted to the Florida Department Of State, Division Of Corporations, along with Articles Of Merger, pursuant to Florida Statutes Sections 605.1021 – 605.1026.

First: The name and jurisdiction of the surviving limited liability company is as follows:

<u>Name:</u>	<u>Jurisdiction:</u>
Independent Imaging, L.L.C.	State Of Florida

Second: The name and jurisdiction of each merging limited liability company:

<u>Names:</u>	<u>Jurisdiction:</u>
Independent Imaging, L.L.C. (“Independent”)	State of Florida
Palms West MRI, L.L.C. (“Palms West”)	State of Florida

Third: The terms and conditions of the merger are as follows:

All tangible and intangible assets (“Assets”) and all of the liabilities (“Liabilities”) of Palms West MRI, L.L.C. shall be merged into Independent Imaging, L.L.C., which shall be the surviving entity and which shall have ownership of the Assets and financial commitment for the Liabilities on and after the merger.

Fourth: The manner and basis of converting the membership percentage of the members in each entity into membership percentages in the surviving entity is as follows:

<u>Member:</u>	<u>% Ownership Before Merger:</u>		<u>% Ownership After Merger:</u>	
Rajendra Bansal, M.D.	Independent	45%	Independent	40%
	Palms West	33%		
Arthur Hansen, D.P.M.	Independent	35%	Independent	34.3%
	Palms West	33%		
J. Daniel Ghiragossian	Independent	20%	Independent	25.7%
	Palms West	33%		

Fifth: There is no change as a result of the merger to the public organic record of the surviving entity Independent Imaging, L.L.C.

Sixth: Any other terms and conditions of the merger, if required to be established, shall be as approved by a majority vote of the members of Independent Imaging, L.L.C. in accordance their ownership percentages in effect post-merger.

Seventh: The merger was approved by each of Independent Imaging, L.L.C. and Palms West MRI, L.L.C., and each member of each merging limited liability company as well as by each member of the surviving limited liability company, all in accordance with the governance requirements of those companies and pursuant to the requirements of the laws of the State of Florida.

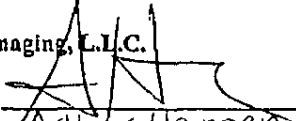
Eighth: The surviving entity agrees to pay any members with appraisal rights the amount to which the members are entitled pursuant to Florida Statutes Sections 605.1006 and 605.1072.

Ninth: The effective date of the merger is as follows:

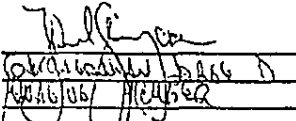
January 1, 2014

SIGNATURES:

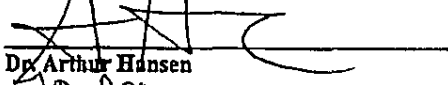
Independent Imaging, L.L.C.

By: 
Print Name: Arthur Hansen
Title: Managing member

Palms West MRI, L.L.C.

By: 
Print Name: Daniel Ghisagossian
Title: Member


Dr. Rajendra Bansal


Dr. Arthur Hansen


J. Daniel Ghisagossian