

LOS 8000024392

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ WAIT

☐ MAIL

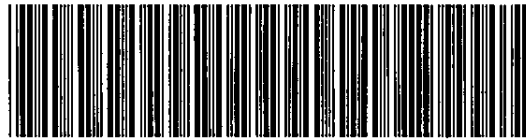
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/29/15--01019--004 **70.00

FILED
15 DEC 28 AM 6:39
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Merger

JAN 04 2016

R. WHITE

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Florida Executive Centers LLC
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Raymond F. Marin, CPA
Contact Person

Hixson, Marin, DeSanctis & Company, P.A.
Firm/Company

20900 West Dixie Highway
Address

Aventura, FL 33180
City/State and Zip Code

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

For further information concerning this matter, please call:

Raymond Marin At (305) 944-7001 extension 206
Name of Contact Person Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

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

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

FILED

ARTICLES OF MERGER DEC 28 AM 6:39
(Profit Corporations)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Florida Executive Centers, LLC	Florida	L08000024392

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
A.G. Solid Investments, Inc.	Florida	P04000115826
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 2015 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 1, 2015.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 1, 2015

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director _____

Typed or Printed Name of Individual & Title

Florida Executive Centers LLC

~~A.G. Solid Investments, Inc.~~

Agostino Manduchi

Agostino Manduchi

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Florida Executive Centers, LLC

Florida

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Mid Investments, Inc.

Florida

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

See Article 2 in attached Agreement and Plan of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Article 5 in attached Agreement and Plan of Merger

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

Jurisdiction

The name and jurisdiction of each subsidiary corporation:

Name

Jurisdiction

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

**CERTIFICATE AND ARTICLES OF MERGER OF
FLORIDA EXECUTIVE CENTERS, LLC AND A.G. SOLID INVESTMENTS, INC
PURSUANT TO SECTIONS 608.438-608.4383 (LLC) AND SECTIONS 607.1101 – 607.11101
OF THE FLORIDA BUSINESS ORGANIZATIONS**

1. The undersigned limited liability corporation, Florida Executive Centers, LLC and A.G. Solid Investments, Inc., A Florida for profit corporation, being validly and legally formed under the laws of the State of Florida, has adopted a plan of Merger.

2. A copy of the Agreement and Plan of Merger is attached as Exhibit "A" to these Articles of Merger and incorporated herein by reference.

3. The effective date of the Merger is the date these Articles of Merger are filed with the Secretary of State.


4. The Agreement and Plan of Merger of the undersigned corporation was adopted pursuant to Sections 608.438 - 608.4383 and Sections 607.1101 – 607.11101 of the Florida Statutes.

5. The Agreement and Plan of Merger was adopted the manager and member of the LLC and by the shareholder and the Board of Directors of the corporation of each the limited liability corporation and the corporation on December 1, 2015.


6. The Articles of Incorporation of the surviving limited liability corporation are not amended.

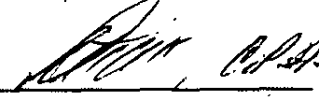
7. The name of the surviving corporation is Florida Executive Centers, LLC.

DATED: As of December 1, 2015

By: X 
Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

Attest: 

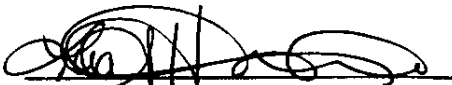
By: X 
Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

Attest: 

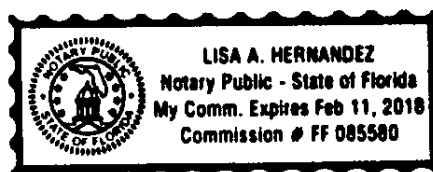
STATE OF FLORIDA)

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me as of the 1 day of December, 2015, by Agostino Manduchi, Member of Florida Executive Centers, LLC, a Florida Limited Liability Corporation, on behalf of the LLC. He is personally known to me.


Notary Public

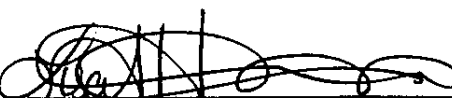
My Commission expires: 2/11/18



STATE OF FLORIDA)

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me as of the 1 day of December, 2015, by Agostino Manduchi, sole shareholder of A.G. Solid Investments, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me.


Notary Public

My Commission expires: 2/11/18



EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated as of December 1, 2015, by and between Florida Executive Centers, LLC, a Florida Limited Liability Corporation (hereinafter sometimes called the "Surviving LLC"), and A.G. Solid Investments, Inc., a Florida Corporation (hereinafter sometimes called the "Absorbed Corp").

WITNESSETH:

WHEREAS, Florida Executive Centers, LLC is a limited liability corporation organized and existing under the laws of the State of Florida with its principal office at 20900 West Dixie Highway, Aventura, Florida 33180.

WHEREAS, Florida Executive Centers, LLC has been capitalized with \$10,000.

WHEREAS, A.G. Solid Investments, Inc. is a for profit corporation organized and existing under the laws of the State of Florida with its principle office at 20900 West Dixie Highway, Aventura, Florida 33180.

WHEREAS, A.G. Solid Investments, Inc. has a capitalization of 1,000 shares of One Dollar (\$1.00) value for each share, of which 1,000 shares are issued and outstanding.

WHEREAS, the Board of Directors of the Limited Liability Corporation and the for profit Corporation deem it desirable and in the best business interest of the LLC and the Corporation and their members and shareholder (both of which are the same) that A.G. Solid Investments, Inc. be merged with and into Florida Executive Centers, LLC pursuant to the provisions of Section 608.4381 and 607.1101 et seq. of the Florida Business Organizations Act in order that the transaction qualify as a "Reorganization" within the meaning of Section 368 (a) (1) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, the constituent limited liability corporation and the for profit corporation agree as follows:

1. Merger. A.G. Solid Investments, Inc. shall merge with and into Florida Executive Centers, LLC, which shall be the Surviving Limited Liability Corporation.

2. Terms and Conditions. On the Effective Date (as hereinafter defined), The separate existence of the Absorbed Corporation shall cease, and the Surviving Limited Liability Corporation shall succeed to all the rights, privileges, immunities and franchises, and all the property, real, personal, and mixed (including without limitation, accounts receivable and work in progress of the Absorbed Corporation), without the necessity for any separate instruments of transfer or conveyance. Except as hereinafter provided, the Surviving Limited Liability Corporation shall thereafter be responsible and liable for the liabilities and obligations of the Absorbed Corporation, and neither the rights of the creditors nor any liens on the property of the Absorbed Corporation shall be impaired by the Merger.

3. Liabilities. (a) Except as hereafter provided in paragraph 3(d), each of the parties shall be responsible and liable for their respective liabilities and obligations existing as of the Effective Date, as well as liabilities and obligations which are not known as of the effective date but which subsequently arise and relate to an act or omissions occurring prior to the Effective Date.

(b) The Surviving Limited Liability Corporation hereby indemnifies the Absorbed Corporation and its shareholder(s), officers and directors from and holds each of them harmless against any and all claims, damages, losses, expenses, liabilities, and cost (including but not limited to, attorneys' fees and cost through appeals) which any of them may incur as a result of: (i) any pre-merger liabilities or obligations of the Surviving Limited Liability Corporation, or (ii) any materially inaccurate representation made by the Surviving Limited Liability Corporation under this agreement, or (iii) any breach or default in the performance by the Surviving Limited Liability Corporation of any of the Covenants to be performed by it hereunder.

(c) The Absorbed Corporation and its sole shareholder(s) hereby indemnify the Surviving Limited Liability Corporation and its member(s), officers, and directors from and hold each of them harmless against any and all claims, damages, losses, expenses, liabilities and cost which any of them may incur as a result of: (i) any pre-merger liabilities or obligations of the Absorbed Corporation, or (ii) any materially inaccurate representation made by the Absorbed Corporation under this agreement, or (iii) any breach or default in the performance by the Absorbed Corporation of any of the covenants to be performed by it hereunder. The Absorbed Corporation shall cause its sole shareholder(s) to execute the limited jointer contained on the signature page of this agreement to signify his indemnification obligations set forth herein.

(d) The Surviving Limited Liability Corporation shall assume and be responsible and liable for the trade accounts payable of the Absorbed Corporation which have arisen in the ordinary course of business, as the same shall exist as of the Effective Date, and as reflected in the financial Statements of the Absorbed Corporation. The Surviving Limited Liability Corporation shall also assume and be responsible for those certain liabilities and obligations of the Absorbed Corporation listed on Exhibit "B" attached hereto and incorporated herein by reference ("Assumed Liabilities").

4. Representations and Warranties/Authority. Each of the parties represents and warrants to the other, which representations shall be true and correct as of the Effective Date, that:

(a) It is a limited liability corporation/Florida profit corporation, duly organized, validly existing and in good standing under the laws of the State of Florida, and has all the necessary powers to own its properties and carry on its business as now owned and operated by it.

(b) It has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and this Agreement constitutes, and each document or instrument to be executed by it pursuant to the terms hereof upon its execution and delivery will have been duly executed and delivered and will constitute the valid and legally binding obligation of it enforceable in accordance with its terms.

(c) Every consent, approval, authorization, or order of any court or governmental agency or body that is required for the consummation of the transactions contemplated by this Agreement by it has been obtained or will be obtained, and will be in effect during the term of this Agreement.

(d) Neither the execution nor delivery of this agreement and any other instruments or documents to be executed and/or delivered by it in connection with this agreement nor the fulfillment of its obligations pursuant to this Agreement, will result in or constitute a violation of any provision of applicable law or of its articles of organization or bylaws, or a violation of any writ, decree or order of any court or governmental instrumentality or agency to which it is subject.

(e) None of the representations and warranties made by either party herein or in any certificate, exhibit or memorandum furnished or to be furnished by such party, to the best of such party's knowledge, contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

5. Conversion of Units/Shares. The manner and basis of converting the shares of the Absorbed Corporation into units, rights, obligations, and other securities of the Surviving Limited Liability Corporation is as follows:

(a) The fair value of the Absorbed Corporation, as of the date immediately preceding the date of the adoption of this Agreement and Plan of Merger, is \$1.00, as reflected on the financial statements of the Absorbed Corporation (deficit), dates as of December 31, 2014 and December 1, 2015. The fair value of the Surviving Limited Liability Corporation is \$1.00 (deficit).

(b) Based on the foregoing, no units of the Surviving Limited Liability Corporations units will be issued to the shareholder of the Absorbed Corporation. In addition, the shareholder of the Absorbed Corporation shall receive the sum of \$1.00 in cash for all shares of the Absorbed Corporation's \$1.00 value.

(c) The conversion shall be effected in the following manner. After the Effective Date, each holder of certificates for shares in the Absorbed Corporation shall surrender them to the Surviving Limited Liability Corporation or its duly appointed agent, in such manner as the Surviving Limited Liability Corporation shall legally require. On receipt of such share(s) certificates, the Surviving Limited Liability Corporation shall issue payment therefore in the amount of \$1.00 for all units to the former shareholder of the Absorbed Corporation.

6. Articles of Organization. The articles of organization of the Surviving Limited Liability Corporation shall continue to be its articles of organization following the effective date the merger.

7. Bylaws. The bylaws of the Surviving Limited Liability Corporation shall continue to be its bylaws following the effective date of the merger.

8. Directors and Officers. The directors and officers of the Surviving Limited Liability Corporation shall continue to be its bylaws following the Effective Date of the merger.

Directors

Agostino Manduchi

Officers

Agostino Manduchi

9. Execution. This plan of merger may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.


10. Approval. By Execution of this plan of merger, a majority of the member(s) of the limited liability corporation and the corporation and each member of the board of directors of the limited liability corporation and the corporation hereby signifies his approval to the merger.

11. Effective Date of Merger. The effective of this merger (the "Effective Date") shall be date when articles of merger are filed with the Florida Department of State.

12. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and expenses, court cost and all expenses even if not taxable as court cost (including, but not limited to, all attorneys' fees and expenses incident to any appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.


IN WITNESS WHEREOF, the undersigned have duly executed this plan of merger as of the date first above written.

As of DECEMBER 1, 2015

By: X 
Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

Attest: 

As of December 1, 2015

By: X 
Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

Attest: 

Exhibit "B"

Assumed \$1,297,000 Obligations:

Loan payable, Shareholder	\$1,297,000
---------------------------	-------------

Total liabilities assumed by Florida Executive Centers LLC \$1,297,000

WRITTEN CONSENT IN LIEU OF SPECIAL MEETING OF MEMBER(S) OF FLORIDA EXECUTIVE CENTERS, LLC, A FLORIDA LIMITED LIABILITY CORPORATION, PURSUANT TO SECTION 608.406(2) OF THE FLORIDA BUSINESS ORGANIZATIONS


The undersigned, constituting all of the member(s) of Florida Executive Centers, LLC, a Florida Limited Liability Corporation (hereinafter called the "FEC "), do hereby take the following actions by written consent in lieu of a meeting:

RESOLVED AS FOLLOWS:

1. The member(s), having reviewed the Agreement and Plan of Merger between FEC and A.G. Solids Investments, Inc. as presented by this Limited Liability Corporation's Board of Directors and finding the merger to be in the best interest of this limited liability corporation, hereby approves and adopts said Agreement and Plan of Merger.
2. The directors of FEC are hereby authorized to execute such documents and instruments as may be necessary or convenient to effectuate the foregoing, including, but not limited to, the execution and filing of Articles of Merger, and to do such other acts and things as may be necessary or convenient in accordance therewith.
3. The new Board of Directors shall cause the FEC to provide written Notice of this action to all of FEC member(s) pursuant to 608.438 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned, being all of the member(s), have
Duly executed this written consent as of the date set forth below.

Dated as of December 1, 2015

X 

Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS IN LIEU OF SPECIAL MEETING
PURSUANT TO SECTION 607.0704 OF THE FLORIDA BUSINESS ORGANIZATIONS**

A.G. Solid Investments, Inc.

The undersigned, being the sole director of the above named corporation, a Florida for Profit corporation (hereinafter called the "AGS"), does hereby take the following actions by written consent in lieu of a meeting:

1. The board has reviewed the proposed Agreement and Plan of Merger of even date herewith by and among the corporation and FEC, a Florida limited liability corporation, and finding it to be in the best interest of this AGS, hereby recommends and approves said Agreement and Plan of Merger.

2. AGS shall present but not recommend (due to conflict of interest) the proposed Agreement and Plan of Merger to the member(s) for approval.

3. The officers and/or directors of AGS are hereby authorized to execute and deliver such documents and instruments as may be necessary or convenient to effectuate the foregoing, and to do such other acts and things as may be necessary or convenient in accordance therewith.

IN WITNESS WHEREOF, the undersigned, being the sole director of AGS, has duly executed this written consent as of the date set forth below.

Dated as of December 1, 2015.

X 

Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

Florida Executive Centers, LLC
20900 West Dixie Highway
Aventura, FL 33180

PRESENTATION OF AGREEMENT AND PLAN OF MERGER
DATED AS OF DECEMBER 1, 2015

To: Member(s) of Florida Executive Centers, LLC

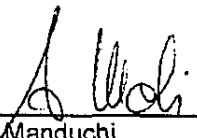
Name & Address of member(s):

Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

Dear Member(s):

Attached is an Agreement and Plan of Merger which has approved by the Board of Directors of Florida Executive Centers, LLC.

By: X


Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

A.G. Solid Investments, Inc.
20900 West Dixie Highway
Aventura, FL 33180

PRESENTATION OF AGREEMENT AND PLAN OF MERGER
DATED AS OF DECEMBER 1, 2015

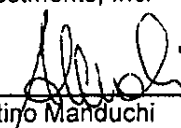
To: Shareholder(s) of A.G. Solid Investments, Inc.

Name & Address of member(s):
Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

Dear Shareholder(s):

Attached is an Agreement and Plan of Merger which has approved by the Board of Directors of A.G. Solid Investments, Inc.

By: X



Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING PURSUANT TO SECTION 608.4381 OF
THE FLORIDA BUSINESS ORGANIZATIONS**

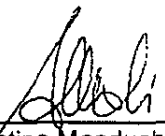
Florida Executive Centers, LLC

The undersigned, being the sole member director of the above named limited liability corporation, a Florida limited liability corporation (hereinafter called the "FEC"), does hereby take the following actions by written consent in lieu of a meeting:

1. The Board has reviewed the proposed Agreement and Plan of Merger of even date herewith by and among the FEC and A.G. Solid Investments, Inc., a Florida for profit corporation, and finding it to be in the best interest of this FEC, hereby recommends and approves said Agreement and Plan of Merger.
2. FEC shall present but not recommended (due to conflict of interest) the proposed Agreement and Plan of Merger to the member(s) for their approval.
3. The officers and/or directors of this FEC are hereby authorized to execute and deliver such documents and instruments as may be necessary or convenient to effectuate the foregoing, and to do such other acts and things as may be necessary or convenient in accordance therewith.

IN WITNESS WHEREOF, the undersigned, being the sole member director of FEC, has duly executed this written consent as of the date set forth below.

Dated as of December 1, 2015

X 

Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180

**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING OF SHAREHOLDERS OF
A.G. SOLID INVESTMENTS, INC, A FLORIDA FOR PROFIT CORPORATION, PURSUANT TO SECTION
607.1101 OF THE FLORIDA BUSINESS ORGANIZATIONS**

A.G. Solid Investments, Inc.

The undersigned, Agostino Manduchi, the managing member director of
A.G. Solid Investments, Inc, a Florida for profit corporation (hereinafter called the "AGS"), does hereby
take the following actions by written consent in lieu of a meeting:

RESOLVED AS FOLLOWS:


1. The shareholder(s), having reviewed the Agreement and Plan of Merger between this
AGS and FEC, as presented by this FEC's Board, and finding the merger to be in the best of interest of
AGS; hereby approves and adopts said Agreement and Plan of Merger.

2. The shareholder(s) of ASG are hereby authorized to execute such documents and
instruments as may be necessary or convenient to effectuate the foregoing, including, but not limited
to, the execution and filing of Articles of Merger, and to do such other acts and things as may be
necessary or convenient in accordance therewith.

3. The new Board shall cause FEC to provide written notice of this
action to all of the member (s) pursuant to 608.4381 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned, being the sole shareholder of the Corporation
has duly executed this written consent as of the date set forth below.

Dated as of December 1, 2015

x 

Agostino Manduchi
20900 West Dixie Highway
Aventura, FL 33180