

L160000206916

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500306448975

12/15/17--01019--012 **50.00

FILED
2017 DEC 15 PM 2:08
RECEIVED
FALL ARIZONA, ARIZONA

Alger

DEC 18 2017

ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: 450 North River Drive, 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:

Raymond F. Marin, C.P.A.

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 F. Marin at (305) 944-7001, extension 206
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**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) 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>
450 North River Drive, LLC	Florida	Form 1065-LLC-Partnership
Clinical Diagnostic Center, LLC	Florida	Form 1065-LLC-Partnership

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>
450 North River Drive, LLC	Florida	Form 1065-LLC-Partnership

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).

FILED
2017 DEC 15 PM 2:03
SECRET
TALLAHASSEE, FLORIDA

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

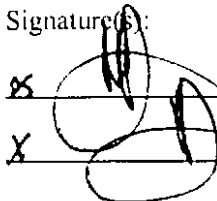

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a 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:
450 North River Drive, LLC		RJ River LLC-Managing Memb
Clinical Diagnostic Center, LLC		RJ River LLC-Managing Memb
		by Roman Jones

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

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

**CERTIFICATE AND ARTICLES OF MERGER OF
450 NORTH RIVER DRIVE, LLC AND CLINICAL DIAGNOSTIC CENTER, LLC
PURSUANT TO SECTION 605.1022-605.1026 OF
THE FLORIDA BUSINESS ORGANIZATIONS**

1. The undersigned limited liability corporations, 450 North River Drive, LLC and Clinical Diagnostic Center LLC, being validly and legally formed under the laws of the State of Florida, have 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 Limited Liability Corporation was adopted pursuant to Sections 605.1022 – 605.1026 of the Florida Statutes.

5. The Agreement and Plan of Merger was adopted by the managers and members of the LLC's and the Board of Directors of each limited liability corporations on November 21, 2017.

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

7. The name of the surviving Limited Liability Corporation is 450 North River Drive, LLC.

DATED: As of ____ December 6, 2017

By: RJ River, LLC-Managing Member

Roman Jones

450 North River Drive, LLC

20900 West Dixie Highway

Aventura, FL 33180

Attest: 

by: RJ River, LLC, Managing Member

Roman Jones

450 North River Drive, LLC

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 6 day of December , 2017, by RJ River LLC, Managing Member by Roman Jones of 450 North River Drive, 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 6 day of December, 2017, by RJ River LLC, Managing Member by Roman Jones of Clinical Diagnostic Center, 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



EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated as of November 21, 2017, by and between 450 North River Drive, LLC, a Florida Limited Liability Corporation (hereinafter sometimes called the "Surviving LLC"), and Clinical Diagnostic Center, LLC, a Florida Limited Liability Corporation (hereinafter sometimes called the "Absorbed LLC").

WITNESSETH:

WHEREAS, 450 North River Drive, 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, FL 33180.

WHEREAS, 450 North River Drive, LLC has been capitalized with \$ 100.00

WHEREAS, Clinical Diagnostic Center, LLC is a limited liability corporation organized and existing under the laws of the State of Florida with its principle office at 20900 West Dixie Highway, Aventura, FL 33180

WHEREAS, Clinical Diagnostic Center, LLC has been capitalized with \$ 2,046,500.00

WHEREAS, the Board of Directors of both Limited Liability Corporations deem it desirable and in the best business interest of the LLC's and their members (both of which are the same) that Clinical Diagnostic Center, LLC be merged with and into 450 North River Drive, LLC pursuant to the provisions of Section 605.1021 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 corporations agree as follows:

1. Merger, Clinical Diagnostic Center, LLC shall merge with and into 450 North River Drive, 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 Limited Liability 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 LLC), 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 Limited Liability Corporation, and neither the rights of the creditors nor any liens on the property of the Absorbed Limited Liability 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 Limited Liability Corporation and its member(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 Limited Liability Corporation and its member(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 Limited Liability Corporation, or (ii) any materially inaccurate representation made by the Absorbed Limited Liability Corporation under this agreement, or (iii) any breach or default in the performance by the Absorbed Limited Liability Corporation of any of the covenants to be performed by it hereunder. The Absorbed Limited Liability Corporation Shall cause its member(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 Limited Liability Corporation which has 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 Limited Liability Corporation. The Surviving Limited Liability Corporation shall also assume and be responsible for those certain liabilities and obligations of the Absorbed Limited Liability 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) They are limited liability corporations, duly organized, validly existing and in good standing under the law 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. The manner and basis of converting the member units of the Absorbed Limited Liability 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 \$1,201,398, as reflected on the financial statements of the Absorbed Limited Liability Corporation, dates as of November 21, 2017. The fair value of the Surviving Limited Liability Corporation is \$722,797.

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

(c) The conversion shall be effected in the following manner. After the Effective Date, each holder of certificates for member units in the Absorbed Limited Liability 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 unit(s) certificates, the Surviving Limited Liability Corporation shall issue payment therefore in the amount of \$1.00 for all units to the former member of the Absorbed Limited Liability 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

Roman Jones

Rita Lee Mignosa

Price Shapiro

Officers

X

X

X

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 each limited liability corporation and each member of the board of directors of each limited liability 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.

By: RJ River, LLC-Managing Member

By: RJ River, LLC-Managing Member

Roman Jones

Roman Jones

450 North River Drive, LLC

Clinical Diagnostic Center, LLC

20900 West Dixie Highway

20900 West Dixie Highway

Aventura, FL 33180

Aventura, FL 33180

Attest: 

Attest: 

Exhibit "B"

Assumed \$813,284 Obligations:

Loan payable, Senior Member	\$ 762,500
Accrued interest, senior member	\$ -0-
Total liabilities assumed by 450 North River Drive, LLC	\$ 813,284

**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING OF MEMBER(S) OF 450 NORTH RIVER DRIVE, LLC,
A FLORIDA LIMITED LIABILITY CORPORATION, PURSUANT TO SECTION 605.1023 OF THE FLORIDA
BUSINESS ORGANIZATIONS**

The undersigned, constituting all of the member(s) of 450 North River Drive, LLC, a Florida Limited Liability Corporation (hereinafter called the "450 "), 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 450 and Clinical Diagnostic Center, LLC, 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 this 450 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 450 to provide written notice of this action to all of 450's member(s) pursuant to 605.1023 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 6, 2017

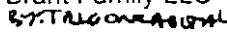
RJ Rivers LLC

By: Roman Jones 

Sweet Pea Sobe LLC

By: Rita Lee Mignosa 

Brant Family LLC



By: Price Shapiro 

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS IN LIEU OF SPECIAL MEETING
PURSUANT TO SECTION 605.1023 OF THE FLORIDA BUSINESS ORGANIZATIONS**

Clinical Diagnostic Center, LLC

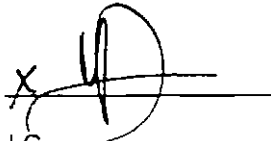
The undersigned, being the directors of the above named limited liability corporation, a Florida limited liability corporation (hereinafter called the "CLINICAL"), does hereby take the following actions by written consent in lieu of a meeting:

1. The board has reviewed the proposed Agreement and Plan of Merger of even date herewith by and among the Limited Liability Corporation 450 and CLINICAL, a Florida limited liability corporation, and finding it to be in the best interest of this CLINICAL, hereby recommends and approves said Agreement and Plan of Merger.
2. CLINICAL 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 CLINICAL 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 CLINICAL, has duly executed this written consent as of the date set forth below.

Dated as of December 6, 2017.

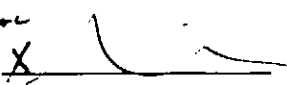
RJ Rivers LLC

By: Roman Jones 

Sweet Pea Sobe LLC

By: Rita Lee Mignosa 

Brant Family LLC

By: Price Shapiro 

450 North River Drive, LLC
20900 West Dixie Highway
Aventura, FL 33180

PRESENTATION OF AGREEMENT AND PLAN OF MERGER
DATED AS OF NOVEMBER 30, 2017

To: Member(s) of 450 North River Drive, LLC

Name & Address of member(s):


RJ River LLC
20900 West Dixie Highway
Aventura, FL 33180

Sweet Pea Sobe, LLC
20900 West Dixie Highway
Aventura, FL 33180

Brant Family LLC
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 450 North River Drive, LLC.

By:  _____
RJ River, LLC-Roman Jones

Clinical Diagnostic Center, LLC
20900 West Dixie Highway
Aventura, FL 33180

PRESENTATION OF AGREEMENT AND PLAN OF MERGER
DATED AS OF NOVEMBER 30, 2017

To: Member(s) of Clinical Diagnostic Center, LLC

Name & Address of member(s):

RJ River LLC
20900 West Dixie Highway
Aventura, FL 33180

Sweet Pea Sobe, LLC
20900 West Dixie Highway
Aventura, FL 33180

Brant Family LLC
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 Clinical Diagnostic Center, LLC

By: ☒

RJ River LLC-Roman Jones

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING PURSUANT TO SECTION 605.1023 OF
THE FLORIDA BUSINESS ORGANIZATIONS**

450 North River Drive, LLC

The undersigned, RJ River LLC, the managing member Director of the above named limited liability corporation, a Florida limited liability corporation (hereinafter called the "450"), does hereby take the following actions by written consent in lieu of a meeting:

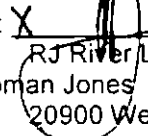
1. The Board has reviewed the proposed Agreement and Plan of Merger of even date herewith by and among the 450 and CLINCAL, a Florida limited liability corporation, and finding it to be in the best interest of this 450, hereby recommends and approves said Agreement and Plan of Merger.

2. 450 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 450 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 directors of 450, has duly executed this written consent as of the date set forth below.

Dated as of December 6, 2017

By:  _____
RJ River LLC—Managing Member
Roman Jones
20900 West Dixie Highway
Aventura, FL 33180

**WRITTEN CONSENT IN LIEU OF SPECIAL MEETING OF SHAREHOLDERS OF
CLINICAL DIAGNOSTIC CENTER, LLC, A FLORIDA LIMITED LIABILITY CORPORATION, PURSUANT T
SECTION 605.1023 OF THE FLORIDA BUSINESS ORGANIZATIONS**

Clinical Diagnostic Center, LLC

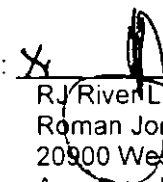
The undersigned, Roman Jones , the managing member director of Clinical Diagnostic Center, LLC, a Florida limited liability corporation (hereinafter called the "CLINICAL"), does hereby take the following actions by written consent in lieu of a meeting:

RESOLVED AS FOLLOWS:

1. The member(s), having reviewed the Agreement and Plan of Merger between this CLINICAL and 450, as presented by this 450's Board, and finding the merger to be in the best of interest of CLINICAL, hereby approves and adopts said Agreement and Plan of Merger.
2. The member(s) of 450 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 450 to provide written notice of this action to all of the member (s) pursuant to 605.1023 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 6, 2017

By:  _____
RJ River LLC-Managing Member
Roman Jones
20900 West Dixie Highway
Aventura, FL 33180