

L23000472301

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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(Business Entity Name)

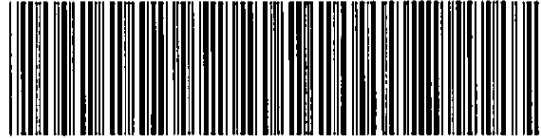
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2023 OCT 13 AM 11:52
TALLAHASSEE, FLORIDA

10/13/23 01:01:00 **230.00

RECEIVED
2023 OCT 13 PM 3:12
DIVISION OF REVENUE
TALLAHASSEE, FLORIDA



Filing Cover Sheet

To: Florida Division of Corporations

From: LESLIE SELLERS C/O Capitol Services, Inc.

Date: 10/13/2023

Trans#: 1414422

Entity Name: OMEGA DOWNTOWN DEVELOPMENT, LLC

Articles of Incorporation (XXX)

Amendment ()

Articles of Dissolution ()

Annual Report ()

Conversion ()

Fictitious Name ()

Foreign Qualification ()

Limited Liability ()

Limited Partnership ()

Merger (XXX)

Reinstatement ()

Withdrawal / Cancellation ()

Other ()

Partnership Registration ()

STATE FEES PREPAID WITH CHECK # 3526 FOR \$230.00

PLEASE RETURN:

Certified Copy (XXX) Plain Stamped Copy ()

Good Standing () Certificate of Fact ()

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Omega Downtown Development, 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:

John Lago

Contact Person

Omega RMG, LLC

Firm/Company

822 NE 125th Street Ste 100

Address

North Miami, FL 33161

City, State and Zip Code

jcl@omegarmg.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

John Lago

at (

786

) 558-5776

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

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CLERK OF COURT
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 limited 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:

Effective as of the date of filing

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: |
|---------------------------------|------------------|--------------------------------------|
| Partners of 822, LLC | <i>John Lago</i> | John Lago |
| 800 Omega, LLC | <i>John Lago</i> | John Lago |
| Omega Downtown Development, LLC | <i>John Lago</i> | John Lago |

| | |
|-----------------------------------|---|
| 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 ^{f3} | 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 ✓ |

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2023 OCT 13 AM 11:52
DEPT. OF STATE
TALLAHASSEE, FLORIDA

**PLAN OF MERGER BETWEEN
PARTNERS OF 822, LLC and 800 OMEGA, LLC INTO
OMEGA DOWNTOWN DEVELOPMENT, LLC**

THIS PLAN OF MERGER ("Plan") is made on October 13, 2023 by and between Partners of 822, LLC, a Florida Limited Liability Company, 800 Omega, LLC, a Florida Limited Liability Company, and Omega Downtown Development, LLC, a Florida Limited Liability Company (collectively "Parties").

WHEREAS: The respective members/partners/directors of the Parties have approved and declared advisable the merger, upon the terms and subject to the conditions set forth herein, and have determined that the Merger and the other transactions contemplated by this Agreement are fair to, and in the best interests of, their respective members/partners/stockholders.

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

Partners of 822, LLC, a Florida Limited Liability Company, 822 NE 125th Street Ste 100 North Miami, FL 33161 (hereinafter the "Merging Company or Companies")

800 Omega, LLC, a Florida Limited Liability Company, 822 NE 125th Street Ste 100 North Miami, FL 33161 (hereinafter the "Merging Company or Companies ")

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

Omega Downtown Development, LLC, a Florida Limited Liability Company, 822 NE 125th Street Ste 100 North Miami, FL 33161 (hereinafter the "Surviving Company")

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

1. The Articles of Organization of the Surviving Company at the effective time and date of the merger shall be the Articles of Organization of said Surviving Company and said Articles of Organization shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Florida Limited Liability Company Act.

2. The present regulations of the Surviving Company will be the regulations of said Surviving Company and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Limited Liability Act.

3. The managing members of the Surviving Company at the effective time and date of the merger shall be the managing members of the Surviving Company, all of whom shall hold their respective offices until the election and qualification of their successors or until their tenure is otherwise terminated in accordance with the regulations of the Surviving Company.

4. All liabilities of the Merging Companies shall become the responsibility of the Surviving Company.

5. Pursuant to the provisions of the Florida Limited Liability Company Act, the Surviving and Merging Companies shall be merged with and into a single company, which shall be the surviving company, and which shall continue to exist as said Surviving Company under its present name pursuant to the provisions of the Florida Limited Liability Company Act.

6. Surviving Company, and without further transfer, shall succeed to and possess all of the rights, privileges and powers of Merging Companies and all of the assets and property of whatever kind and character of Merging Companies shall vest in the Surviving Company without further act or deed; thereafter, Surviving Company shall be liable for all of the liabilities and obligations of Merging Companies, and any claim or judgment against Merging Companies may be enforced against Surviving Company.

7. Surviving Company shall file a Certificate of Merger with the Secretary of State, as required by the laws of the State of Florida. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the Certificate of Merger shall be filed in the office of the recorder in all counties in which Merging Companies holds real property.

8. If at any time Surviving Company considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in Surviving Company the title to any property or rights of Merging Companies, or otherwise carry out the provisions of this Agreement, the Merging Companies and Surviving Company agree that the managers of Merging Companies, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the Surviving Company reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in Surviving Company, and otherwise carry out the provisions of this Agreement.

FOURTH: The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property is as follows and the manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property are as follows:

Each issued membership interest of the Merging (terminating) Company shall at the effective time of the merger, be cancelled. The issued shares of the Surviving Company shall not be converted or exchanged in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one (1) issued share of the Surviving Company.

FIFTH: For United States federal income tax purposes, the parties hereto intend the Merger to be an Assets-Over Form merger.

SIXTH: The effective date of this Plan shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

SEVENTH: The name and address of the manager of the Surviving Company is as follows:

Moris & Associates
3650 NW 82nd Ave
Ste 401
Doral, FL 33166

EIGHTH:

Counterpart Executions

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Partial Invalidity

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect.

Applicable Law

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

Approvals

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

DATED: October 13, 2023.

MERGING COMPANY:

Partners of 822, LLC:

By: John Lago
John Lago, Manager

800 Omega, LLC:

By: John Lago
John Lago, Manager

SURVIVING COMPANY:

Omega Downtown Development, LLC:

By: John Lago
John Lago, Manager