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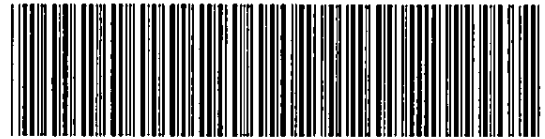
(Business Entity Name)

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2024 DEC -6 PM 12:10  
SECRETARY OF STATE  
TALLAHASSEE, FL

HALLING | MEZA LLP  
ATTORNEYS

CHRIS W. HALLING  
EMAIL [challing@hallingmeza.com](mailto:challing@hallingmeza.com)

December 5, 2024

VIA FEDERAL EXPRESS

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Re: Dunn Consulting Group LLC  
LLC No. L09000082378  
Our File No. DUNN.1001

Dear Sir or Madam:

The enclosed Articles of Merger and Plan of Merger are submitted for filing. Also enclosed is our Check No. 4995 in the sum of \$90.00 for the filing fees and certified copy fee. Please address all communications and send the Certificate of Merger (certified copy) to the undersigned in the enclosed self-addressed FedEx envelope:

Chris W. Halling  
Shannon McDonald  
Halling Meza LLP  
23586 Calabasas Road, Suite 200  
Calabasas, CA 91302  
Email: [smdonald@hallingmeza.com](mailto:smdonald@hallingmeza.com)  
Phone: (818) 222-4994

The email address for future Dunn Consulting Group LLC annual report notifications is: [mddunnjd@comcast.net](mailto:mddunnjd@comcast.net).

If you have any questions or require additional information please give us a call.

Yours sincerely,

HALLING | MEZA LLP



Chris W. Halling

enclosures

**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>
MAIZE DEVELOPMENT II CORP.	CALIFORNIA	CORPORATION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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>
DUNN CONSULTING GROUP LLC	FLORIDA	LIMITED LIABILITY COMPANY
_____	_____	_____

**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).

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TALLAHASSEE, FL

**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. NO AMENDMENT REQUIRED.
- ☐ 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:

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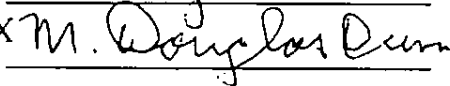
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**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**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:
MAIZE DEVELOPMENT II CORP.	X 	M. DOUGLAS DUNN, Chairman & President
DUNN CONSULTING GROUP LLC	X 	M. DOUGLAS DUNN, Sole Manager & Member

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

<b><u>Fees:</u></b>	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	<b><u>Certified Copy (optional):</u></b>	\$30.00

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Merger Agreement**") between DUNN CONSULTING GROUP LLC, a Florida limited liability company ("**Dunn**") formed effective as of March 31, 2009, and MAIZE DEVELOPMENT II CORP. ("**Maize**"), a California corporation formed on August 8, 2016.

### WITNESSETH:

WHEREAS, Dunn is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida with one member (the "**Member**") holding 100% of the membership interests (the "**Membership Interests**") in Dunn;

WHEREAS, Dunn has no options or warrants issued and outstanding;

WHEREAS, Maize is a corporation duly organized, validly existing and in good standing under the laws of the State of California with authorized capital stock consisting of 10,000 shares of common stock, no par value per share;

WHEREAS, Maize has no options or warrants issued and outstanding;

WHEREAS, Dunn owns 100% of the issued and outstanding shares of Maize;

WHEREAS, the M. Douglas Dunn as Trustee of his living trust (the "**Sole Member**") is the sole Member and Manager of Dunn, has determined that, due to conclusion of Maize's business and sale of all its assets, and other factors, it is advisable and in the best interests of Dunn and the Sole Member for Maize to merge with and into Dunn upon the terms and conditions set forth herein;

WHEREAS, the Board of Directors of Maize has authorized and approved the merger of Dunn with and into Maize subject to and upon the terms and conditions of this Merger Agreement, and has approved the terms of this Merger Agreement and directed that it be executed by the undersigned officer and with the recommendation of the Board of Directors of Maize submitted to the stockholder of Maize for its approval;

WHEREAS, the Sole Member of Dunn and the stockholder of Maize have approved the merger and this Merger Agreement; and

WHEREAS, it is the intention of Dunn and Maize that the merger be a tax-free reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "**Code**").

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **ARTICLE I.**

### **THE MERGER**

Section 1.1. Merger of Maize into Dunn. At the Effective Time (as defined in Section 2.1), Maize shall merge with and into Dunn ("**the Merger**") in accordance with the Florida Statutes, Florida Limited Liability Company, pursuant to Section 605.1025, Florida Statutes (the "**Florida Law**") and California Corporations Code Section 1113 ("**California Law**").

The separate existence of Maize shall thereupon cease and Dunn shall be the surviving entity (hereinafter referred to as the "**Surviving Entity**") and shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of Dunn and Maize (together referred to as the "**Constituent Companies**"); and all the rights, privileges, powers and franchises of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to either of the Constituent Companies, on whatever account, shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they had been of the several and respective Constituent Companies, and the title to any real estate vested by deed or otherwise, in either of such Constituent Corporation shall not revert or be in any way impaired by reason of the California Law; but all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Companies shall thereafter attach to the Surviving Entity and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Maize which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to Maize.

## **ARTICLE II.**

### **EFFECTIVE TIME; EFFECT OF MERGER**

Section 2.1. Effective Time. The Merger shall become effective on the date the Certificate of Merger is filed by with the Florida Department of State (the "**Effective Time**").

Section 2.2. Effects of the Merger. At the Effective Time, the Merger shall have the effects specified in Florida Law, California Law and this Merger Agreement.

Section 2.3. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and the Bylaws of Dunn, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Entity without further amendment.

Section 2.4. Directors and Officers. At the Effective Time, the directors and the officers of Dunn in office at the Effective Time shall retain their positions as the directors and officers of the Surviving Entity, each of such directors and officers to hold office, subject to the applicable provisions of the Articles of Incorporation and Bylaws of the Surviving Entity and Florida law, until his or her successor is duly elected or appointed and shall qualify, or until his or her earlier death, incompetence or removal.

Section 2.5. Change of Name. At the Effective Time, the name set forth in Dunn's Articles of Organization shall remain the name of the Surviving Entity.

## **ARTICLE III.**

### **CANCELLATION OF STOCK**

Section 3.1. Cancellation. At the Effective Time, each share of issued and outstanding stock of Maize immediately prior to the Effective Time shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled without consideration. The Sole Member of Dunn shall remain owner of 100% of the Membership Interests in Dunn.

## **ARTICLE IV.**

The Surviving Entity and Sole Shareholder in Maize

By: M. Douglas Dunn

Name: M. Douglas Dunn

Title: Sole Manager and Sole Member

MAIZE DEVELOPMENT II CORP.

A California Corporation

The Disappearing Entity

By: M. Douglas Dunn

Name: M. Douglas Dunn

Title: President, Treasurer, Secretary and

Sole Director



## MISCELLANEOUS

Section 4.1. Amendment. This Merger Agreement may be amended, modified or supplemented, in whole or in part, at any time prior to the Effective Time with the mutual consent of the Sole Member of Dunn and the Board of Directors of Maize to the full extent permitted under applicable law.

Section 4.2. Abandonment; Postponement. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Maize, or the consummation of the Merger may be postponed for a reasonable period of time, without any action of the Sole Member of Dunn or stockholders of Maize, notwithstanding the approval of this Merger Agreement by the Sole Member of Dunn or Board of Directors of Maize.

Section 4.3. Further Assurances. If at any time after the Effective Time of the Merger, the Surviving Entity shall consider that any assignments, transfers, deeds or other assurances in law are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, title to any property or rights of Dunn, Dunn and its Member shall execute and deliver such documents and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Entity, and the officers, managers, and members of the Surviving Entity are fully authorized in the name of Dunn or otherwise to take any and all such action.

Section 4.4. Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

Section 4.5. Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws of such State.

IN WITNESS WHEREOF, the parties to this Merger Agreement have executed this Merger Agreement on and as of the day first written above.

DUNN CONSULTING GROUP LLC

A Florida limited liability company