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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

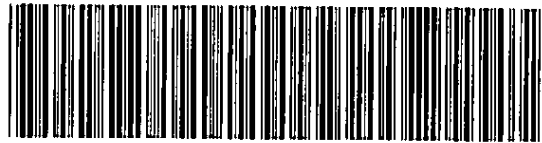
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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03/22/19--01019--007 **50.00

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2019 MAR 22 PM 4:42

C. GOLDEN

APR -2 2019

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Dark Square Design, 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:

Alex C. Najarian, Esq.

Contact Person

The Corneal Law Firm

Firm/Company

509 Anastasia Blvd.

Address

St. Augustine, FL 32080

City, State and Zip Code

alex@corneallaw.com

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

For further information concerning this matter, please call:

Alex C. Najarian, Esq.

at (904) 819-5333

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

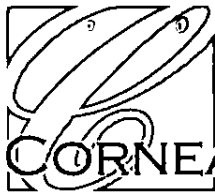
STREET ADDRESS:

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

CR2E080 (2/14)



THE

CORNEAL LAW FIRM

March 12, 2019

Florida Department of State
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: LLC Merger Documents
Surviving Corporation: Dark Square Design, LLC (Doc. No. L19000057757)

To Whom It May Concern:

Please see enclosed a copy of the merger documents between Dark Square Design, LLC, a Maryland limited liability company ("Dark Square Maryland"), and Dark Square Design, LLC, a Florida limited liability company ("Surviving Company"). The surviving company's document number on file with the Department is L19000057757. The following documents are enclosed:

- **Articles of Merger**
- **Merger Agreement and Plan, including certifications from majority interests.**
- **Dark Square Maryland's proof of active and current status as of the date of this Merger.**

Also, please find enclosed a check in the amount of \$50.00 for the filing fees to the Department. Thank you in advance for your assistance, if you have any questions please do not hesitate to contact our offices.

Sincerely,


Alex C. Najarian

Articles of Merger
For
Florida Limited Liability Company

FILED

2019 MAR 22 PM 4:42

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>
Dark Square Design, LLC	Florida	Limited Liability Company
Dark Square Design, LLC	Maryland	Limited Liability Company

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>
Dark Square Design, 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).

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

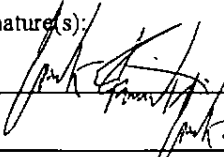
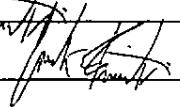
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a 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:

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:
Dark Square Design, LLC		Joseph Fioramonti
Dark Square Design, LLC		Joseph Fioramonti

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

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

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of this 12th day of March 2019, by and between DARK SQUARE DESIGN, LLC, a Maryland limited liability company ("Dark Square Maryland"), and DARK SQUARE DESIGN, LLC, a Florida limited liability company ("Dark Square Florida").

RECITALS

WHEREAS, Dark Square Maryland is a limited liability company duly organized and existing under the laws of the State of Maryland;

WHEREAS, Dark Square Florida is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, the members of Dark Square Maryland and Dark Square Florida deem it advisable to merge Dark Square Maryland with and into Dark Square Florida so that Dark Square Florida is the surviving company on the terms provided herein (the "Merger").

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

ARTICLE I **MERGER**

1.1 ***The Merger.*** This Agreement is a Plan of Merger pursuant to Section 605.1021, et seq., Florida Statutes. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the Florida Revised Limited Liability Company Act (the "Act"), including without limitation Section 605.1021, et seq., Florida Statutes, Dark Square Maryland will merge with and into Dark Square Florida and Dark Square Florida shall file Articles of Merger executed by both parties with the Secretary of State of the State of Florida in accordance with the provisions of the Act and shall make all other filings or recordings required by Florida law in connection with the Merger. The Merger shall become effective as of 5:00 p.m. on March 12, 2019 or, if later, the date upon which Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Time"). Upon the Effective Time, the separate legal existence of Dark Square Maryland shall cease and Dark Square Florida shall be the surviving company (the "Surviving Company"). Dark Square Maryland and Dark Square Florida, collectively, shall be referred to herein as the "Constituent Company".

1.2 ***Conditions to the Merger.*** The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver (except as provided in this Agreement) of the following conditions:

(a) This Agreement shall have been adopted by the Members of Dark Square Maryland, in accordance with the requirements of the Act, the Articles of Organization and other applicable law;

(b) This Agreement shall have been adopted by the Members of Dark Square Florida, in accordance with the requirements of the Act, the Articles of Organization and other applicable law;

(c) All consents or approvals required to be obtained by either party to consummate the transactions contemplated hereunder shall have been obtained.

1.3 ***Effect of Merger.*** At the Effective Time, the Surviving Company shall continue its legal existence as a Florida limited liability company. The Surviving Company shall possess and retain every interest in all assets and property of every description of each of the Constituent Companies. The rights, privileges and immunities, powers, franchises and authority of the Constituent Companies shall be vested in the Surviving Company without further act or deed, subject, however, to the limitations on the powers of Dark Square Florida imposed by its Articles of Organization, its Operating Agreement, and Florida law. The title to and any interest in all real and personal property vested in any of the Constituent Company shall not revert or in any way be impaired by reason of the Merger. All obligations belonging to or due to each of the Constituent Company shall be vested in the Surviving Company without further act or deed, and the Surviving Company shall be liable for all obligations of each of the Constituent Company existing as of the Effective Time.

1.4 ***Articles of Organization and Operating Agreement.*** The Articles of Organization, and Operating Agreement of Dark Square Florida in effect immediately prior to the Effective Time shall continue to be the Articles of Organization, and Operating Agreement of the Surviving Company from and after the Effective Time.

1.5 ***Conversion of Ownership Interests.*** The ownership interests of the owners of the Surviving Company shall be equivalent to the ownership interests of the owners of Dark Square Maryland in effect immediately prior to the Effective Time.

ARTICLE III **REPRESENTATIONS AND WARRANTIES**

3.1 ***Representations and Warranties of Dark Square Florida.*** Dark Square Florida hereby represents and warrants to Dark Square Maryland that the following statements are true and correct as of the date of this Agreement:

(a) Dark Square Florida is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida and has all the requisite

power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, (i) any governmental authority, or (ii) any other person or organization is necessary or required to be made or obtained by Dark Square Florida to enable Dark Square Florida to lawfully execute and deliver, enter into, and perform its obligations under this Agreement or to consummate the Merger, except for the filing of the Articles of Merger with the Secretary of State of the State of Florida.

(c) This Agreement has been duly executed and delivered by Dark Square Florida. This Agreement is a valid and binding obligation of Dark Square Florida, enforceable against ABD in accordance with its terms.

(d) Neither the execution and delivery of this Agreement by Dark Square Florida, nor the consummation of the Merger, shall conflict with, result in a breach or violation of (with or without notice or lapse of time, or both), or constitute a default under: (i) any provision of the articles of organization or the operating agreement of Dark Square Florida, each as currently in effect or (ii) any law, rule, or order applicable to Dark Square Florida, or any of its assets or properties in any material respect.

3.2 *Representations and Warranties of Dark Square Maryland.* Dark Square Maryland hereby represents and warrants to Dark Square Florida that the following statements are true and correct as of the date of this Agreement:

(a) Dark Square Maryland is limited liability company, duly organized, validly existing and in good standing under the laws of the State of Maryland and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, (i) any governmental authority, or (ii) any other person or organization is necessary or required to be made or obtained by Dark Square Maryland to enable Dark Square Maryland to lawfully execute and deliver, enter into, and perform its obligations under this Agreement or to consummate the Merger, except for the filing of the Articles of Merger with the Secretary of State of the State of Florida.

(c) This Agreement has been duly executed and delivered by Dark Square Maryland. This Agreement is a valid and binding obligation of Dark Square Maryland, enforceable against Dark Square Maryland in accordance with its terms.

(d) Neither the execution and delivery of this Agreement by Dark Square Maryland, nor the consummation of the Merger, shall conflict with, result in a breach or

violation of (with or without notice or lapse of time, or both), or constitute a default, or require the consent, release, waiver or approval of, or notice to, any third party, under: (i) any provision of the articles of organization or operating agreement of Dark Square Maryland, each as currently in effect; (ii) any law, rule or order applicable to Dark Square Maryland, or any of its assets or properties in any material respect; or (iii) any contract or agreement to which Dark Square Maryland is a party or by which it is bound or to which any of its assets is subject.

ARTICLE IV **TERMINATION**

At any time prior to the Effective Time, this Agreement may be terminated, and the Merger abandoned for any reason whatsoever by the Members of Dark Square Florida and Dark Square Maryland. The procedure for abandoning this Agreement shall be the adoption of a resolution to abandon the Merger by the Members of either Dark Square Florida or Dark Square Maryland followed by written notice to the president of the other company party to the Merger.

ARTICLE V **FURTHER ASSURANCES**

If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of Dark Square Maryland acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, Dark Square Maryland and its proper officers shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Company and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Company are fully authorized in the name of Dark Square Maryland or otherwise to take any and all such action.

ARTICLE VI **MISCELLANEOUS**

6.1 ***Amendment.*** At any time prior to the Effective Time, this Agreement may be amended, modified or supplemented Members of Dark Square Florida or Dark Square Maryland. This Agreement may not be amended except by an instrument in writing signed on behalf of each of Dark Square Florida and Dark Square Maryland.

6.2 ***No Waivers.*** No failure or delay by any party hereto in exercising any right, power

thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.3 ***Assignment; Third Party Beneficiaries.*** Neither this Agreement, nor any right, interest or obligation hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

6.4 ***Governing Law.*** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Florida.


6.5 ***Counterparts.*** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.6 ***Entire Agreement.*** This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are not other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the day and year first stated above.

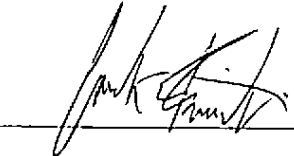
DARK SQUARE DESIGN, LLC ("Dark Square Florida")

By: _____

Name: Joseph Fioramonti

Title: President/Member

DARK SQUARE DESIGN, LLC ("Dark Square Maryland")

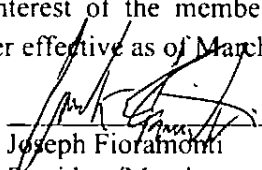
By: _____

Name: Joseph Fioramonti

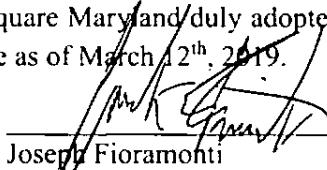
Title: Authorized Member

CERTIFICATIONS

The undersigned, being the President and majority-in-interest member of Dark Square Design, LLC, a Florida limited liability company ("Dark Square Florida") does hereby certify pursuant to Section 605.1023, Fla. Stat., that the majority-in-interest of the members duly adopted and approved the foregoing Agreement and Plan of Merger effective as of March 12th, 2019.

By: 
Name: Joseph Fioramonti
Title: President/Member
Dated: March 12th, 2019

The undersigned, being the President and majority-in-interest member of Dark Square Design, LLC, a Maryland limited liability company ("Dark Square Maryland") does hereby certify pursuant to Sections 4A-702(f) and 4A-503, Maryland Limited Liability Company Act., that the at least two-thirds of the interest in profits of Dark Square Maryland duly adopted and approved the foregoing Agreement and Plan of Merger effective as of March 12th, 2019.

By: 
Name: Joseph Fioramonti
Title: Authorized Member
Dated: March 12th, 2019

DARK SQUARE DESIGN, LLC: W15904832

General Information

Filing History

Annual Report/Personal Property

General Information

Department ID Number: W15904832

Business Name: DARK SQUARE DESIGN, LLC

Principal Office: 42 W BIDDLE ST

APT 4

BALTIMORE MD 21201

Resident Agent: JOSEPH TORAMONTI

42 W BIDDLE ST

APT 4

BALTIMORE MD 21201

Status: ACTIVE

Good Standing: THIS BUSINESS IS IN GOOD STANDING

* Order Certificate of Status

Business Type: LKMSB INC LLC

Business Code: 20 ENTITIES OTHER THAN CORPORATIONS

Date of Formation/Registration: 06/05/2014

State of Formation: MD

Stock Status: N/A

Close Status: N/A

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[Order Documents](#)

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