

L22000112805

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C. BRUMBLEY  
JUN 29 2022

**DANIEL HICKS, P.A.**

DANIEL HICKS, ESQUIRE  
ATTORNEY AT LAW  
421 S. PINE AVENUE  
OCALA, FLORIDA 34471  
TEL. (352) 351-3353  
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April 18, 2022

Registration Section  
Division of Corporations  
2661 Executive Center Circle  
Tallahassee, Florida 32314

**Via Federal Express**  
7766 0363 0123

Re: DGMGKK Investors, LLC, a Florida Limited Liability Company - the Surviving Party

Dear Sir or Madam:

The enclosed Certificate of Merger and filing fee in the amount of \$50.00 are submitted for filing.

A certified copy is requested and our check in the amount of \$30.00 in payment thereof is also enclosed.

Please return all correspondence concerning this matter to:

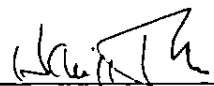
Daniel Hicks, Esquire  
Daniel Hicks, P.A.  
421 S. Pine Avenue  
Ocala, Florida 34471

The email address to be used for future annual report notifications is Daniel Hicks at [deborah@danielhickspa.com](mailto:deborah@danielhickspa.com).

For further information concerning this matter, please call: Daniel Hicks at 352-351-3353.

Sincerely,

DANIEL HICKS, P.A.

  
\_\_\_\_\_  
Daniel Hicks, Esq.

DH:dv  
Enclosures: as stated.

**CERTIFICATE OF MERGER OF CENTRAL DEVELOPERS, LLC  
AND DGMGKK INVESTORS, LLC**

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In compliance with the requirements of Florida Statutes §605.1021, §605.1022, §605.1023, §605.1025 and §605.1026, CENTRAL DEVELOPERS, LLC, a Florida limited liability company whose Articles of Organization were accepted by the Secretary of the State of Florida for filing on January 21, 2021 and assigned organization number L21000040760 ("Central") and DGMGKK INVESTORS, LLC, a Florida limited liability company whose Articles of Organization were accepted by the Secretary of the State of Florida for filing on March 04, 2022 and assigned organization number L22000112805 ("DG") (sometimes, for convenience, DG and Central are referred to individually, as an "LLC," and collectively, as the "LLCs"), hereby certify as follows:

1. The LLCs have agreed to merge pursuant to and in accordance with (i) Florida Statutes §600.1021 and (ii) the terms and condition set forth in the Plan of Merger attached hereto and incorporated herein as Exhibit "A" (the "Plan").

2. The name, street address of its principal office, and place of organization of each of the LLCs which are parties to the merger are as follows:

Merging LLC: Central Developers, LLC, a Florida limited liability company; 3415 SW College Road, Ocala, Florida 34474; organized under the laws of the State of Florida.

Surviving LLC: DGMGKK Investors, LLC, a Florida limited liability company; 11980 SE 22<sup>nd</sup> Avenue Road, Ocala, Florida 34480; organized under the laws of the State of Florida.

3. The name of the surviving LLC following such merger is DGMGKK Investors, LLC, a Florida limited liability company.

4. The principal office of each of the LLCs in the State of Florida is as set forth in Paragraph 2 above.

5. The Plan meets the requirements of Florida Statutes §605.1022 and was approved by Central and DG in accordance with the terms and conditions of their respective Articles of Organization, operating agreements and the requirements set forth in Florida Statutes Chapter 605.

6. The terms and conditions of the Plan were reviewed, authorized and approved by all of the members of each LLC by unanimous written consent.

7. No amendment to the Articles of Organization of DG, the surviving LLC, is required as a consequence of the merger.

8. The manner and basis of converting the outstanding interests of Central into membership interests of DG, the survivor LLC, are as follows:

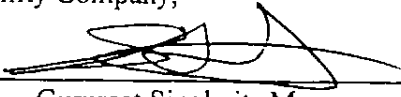
A one percent (1%) Membership Interest in Central, as it exists immediately prior to the merger, will become a one percent (1%) Membership Interest in DG on the Effective Date of the merger.


9. The merger shall become effective as of the date on which this Certificate of Merger is filed with the Florida Department of State.

10. This Certificate of Merger complies with and was executed in accordance with the laws of the State of Florida which is each party's jurisdiction of formation and residence.

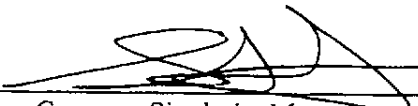
IN WITNESS WHEREOF, each party has caused this Certificate of Merger to be executed in its name and on its behalf by its authorized signatory, and its seal to be hereunder affixed this 05 day of March, 2022. Each such authorized signatory hereby acknowledges that the execution and delivery of this Certificate of Merger is the act and deed of the LLC on whose behalf he has executed this Certificate of Merger and, under the penalties of perjury, certifies that the matters and facts set forth herein are true in all material respects to the best of that person's knowledge, information, and belief.

CENTRAL DEVELOPERS, LLC, a Florida Limited Liability Company,

By:   
Gurpreet Singh, its Manager

By:   
Harpreet Singh, its Manager

DHGMGKK INVESTORS, LLC, a Florida Limited Liability Company,

By:   
Gurpreet Singh, its Manager

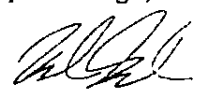
By:   
Kunal Gaekwad, its Manager

EXHIBIT "A"

PLAN OF MERGER OF CENTRAL DEVELOPERS, LLC  
AND DGMGKK INVESTORS, LLC

In compliance with the requirements of Florida Statutes §605.1022, Central Developers, LLC, a Florida limited liability company whose Articles of Organization were accepted by the Secretary of the State of Florida for filing on January 21, 2021 and assigned organization number L21000040760 ("Central") and DGMGKK Investors, LLC, a Florida limited liability company whose Articles of Organization were accepted by the Secretary of the State of Florida for filing on March 04, 2022 and assigned organization number L22000112805 ("DG") (sometimes, for convenience, Cental and DG are referred to individually, as an "LLC," and collectively, as the "LLCs"), hereby adopt the following plan of merger:

1. The legal name, street address of its principal office, and place of organization of each of the LLCs which are parties to the merger are as follows:

Merging LLC: Central Developers, LLC, a Florida limited liability company; 3415 SW College Road, Ocala, Florida 34474; organized under the laws of the State of Florida.

Surviving LLC: DGMGKK Investors, LLC, a Florida limited liability company; 11980 SE 22<sup>nd</sup> Avenue Road, Ocala, Florida 34480; organized under the laws of the State of Florida.

2. The terms and conditions of the merger are as follows:

In as much as the Surviving LLC is, as of the date hereof, the owner of all of the membership interests of the Merging LLC, on the date on which the Certificate of Merger of the LLCs is duly filed with the Secretary of the State of Florida (the "Effective Date"), DG shall be deemed to be the "Surviving LLC" and Central shall be deemed to be the "Merging LLC". Because, all of the percentage of Membership in Central are the same in DG, there shall be no consideration to be paid in connection with such merger.

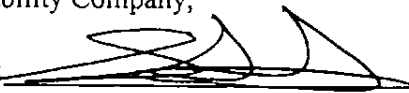
3. The manner and basis of converting the outstanding Membership Interests of Central into Membership Interests of DG, the survivor LLC, are as follows:

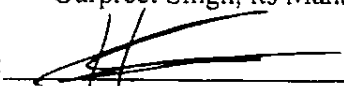
A one percent (1%) Membership Interest in Central, as it exists immediately prior to the merger, will become a one percent (1%) Membership Interest in DG on the effective date of the merger.

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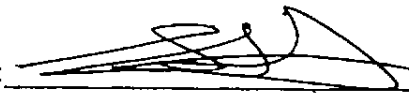
IN WITNESS WHEREOF, each LLC has executed and delivered this Plan of Merger this 05 day of March, 2022.

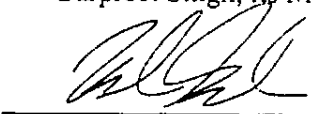
CENTRAL DEVELOPERS, LLC, a Florida Limited Liability Company,

By:   
Gurpreet Singh, its Manager

By:   
Harpreet Singh, its Manager

DHGMGKK INVESTORS, LLC, a Florida Limited Liability Company,

By:   
Gurpreet Singh, its Manager

By:   
Kunal Gaekwad, its Manager

**EXHIBIT "B"**  
**Operating Agreement of DGMGKK INVESTORS, LLC**  
**[attached]**

**OPERATING AGREEMENT  
OF  
DGMGKK INVESTORS, LLC  
(A Florida Limited Liability Company)**

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THIS OPERATING AGREEMENT (the "Operating Agreement") is entered into by the undersigned (the "Members"), effective this 4<sup>th</sup> day of March, 2022 (the "Effective Date") between the Members, the Members being Gurpreet Singh, Harpreet Singh, Satnam Singh, Niranjana Daur, Kunal Gaekwad, Karan Gaekwad, Manisha Gaekwad and Digvijay Gaekwad.

**RECITAL**

The Members desire to form DGMGKK Investors, LLC, a limited liability company (the "Company"), under the Florida Limited Liability Company Act for the purposes set forth herein and to include engaging in any lawful act or activity under the laws of the State of Florida, and, accordingly, desire to enter into this Operating Agreement in order to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Members.

NOW, THEREFORE, the Members, intending to be legally bound by this Operating Agreement, hereby agree that the limited liability company operating agreement of the Company shall be as follows:

**ARTICLE 1**  
**DEFINITIONS**

When used in this Operating Agreement, the following terms shall have the meanings set forth below.

1. "Act" means the Florida Revised Limited Liability Company Act, as amended from time to time, currently being Chapter 605, Florida Statutes (or the corresponding provisions (s) of any succeeding law).

2. "Capital Contribution(s)" means the amount of cash and the agreed value of property, services rendered, or a promissory note or other obligation to contribute cash or property or to perform services contributed by the Member for such Member's interest in the Company, equal to the sum of the Member's initial Capital Contributions plus the Member's additional Capital Contributions, if any, made pursuant to Sections 4.2 and 4.3, respectively.

3. "Code" means the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended from time to time (or any corresponding provision or provisions of succeeding law).



4. "Member(s)" means the undersigned or the assignee or transferee of the Member(s) pursuant to this Operating Agreement.

The Members of the Company is comprised of Gurpreet Singh, Harpreet Singh, Satnam Singh and Niranjana Kaur (the "Singh Family") and Kunal Gaekwad, Karan Gaekwad, Manisha Gaekwad and Digvijay Gaekwad (the "Gaekwad Family").

5. "Manager" means one or more managers designated as such pursuant to this Operating Agreement and this Company shall have two (2) Managers. Any person may be named a Manager pursuant to this Operating Agreement. The Singh Family shall designate one Manager and the Gaekwad Family shall designate one Manager. The Singh Family designates Gurpreet Singh as its Manager, and the Gaekwad Family designates Kunal Gaekwad as its Manager.

6. "Officers" means the President, Chief Financial Officer ("CFO"), Vice President, Secretary and Treasurer, as determined by the Managers as Operational Officers.

7. "Person" means any individual, partnership, firm, corporation, limited liability company, joint-stock company, trust or other entity.

## **ARTICLE 2** **FORMATION**

1. Organization. The Members hereby organize the Company as a multiple-member Florida limited liability company pursuant to the provisions of the Act.

2. Effective Date. The Company shall come into being on, and this Operating Agreement shall take effect from the date the Articles of Organization of the Company are filed with the Florida Department of State.

3. Operating Agreement; Invalid Provisions. The Members, by executing this Operating Agreement, hereby agree to the terms and conditions of this Operating Agreement, as they may from time to time be amended. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement shall be deemed to be amended to the least extent necessary in order to make this Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to validate any provision of this Operating Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date of such amendment or interpretation.

**ARTICLE 3**  
**PURPOSE; NATURE OF BUSINESS**

1. Purpose; Nature of Business. The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Members from time to time. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Section 3.1.

2. Powers. The Company shall have all powers of a limited liability company under the Act and the power to do all things necessary or convenient to accomplish its purpose and operate its business as described in Section 3.1 hereof.

**ARTICLE 4**  
**MEMBER AND CAPITAL**

1. Members. The Singh Family collectively hereby transfers one-half of the Membership Interest to Kunal Gaekwad. The names and interests of the Members are now as follows:

<u>Name</u>	<u>Membership Interest:</u>	<u>Membership Units:</u>
Gurpreet Singh	12.5%	12.5
Harpreet Singh	12.5%	12.5
Satnam Singh and Niranjan Kaur, husband and wife	25%	25.0
Kunal Gaekwad	12.5%	12.5
Karan Gaekwad	12.5%	12.5
Manisha Gaekwad	12.5%	12.5
Digvijay Gaekwad	12.5%	<u>12.5</u>
Total Membership Interest	100%	Total Membership Units 100

2. Initial Capital Contribution. The initial Capital Contribution of the current Members is reflected in the books and records of the Company, via the books and records

of Central Developers, LLC by virtue of the merger whereby DGMGKK Investors, LLC is the surviving LLC.

3. Additional Capital Contributions. The Members shall have no obligation to make any additional Capital Contributions to the Company.

## **ARTICLE 5**

### **DISTRIBUTIONS AND ALLOCATIONS**

1. Distributions and Allocations. Distributions of cash or other assets of the Company may be paid to the Members.

## **ARTICLE 6**

### **RIGHTS, POWER AND AUTHORITY OF THE MANAGERS AND OFFICERS**

1. Management by the Managers. The Company shall be managed by the Managers. The initial Managers of the Company are Gurpreet Singh and Kunal Gaekwad. The Managers, by unanimous decision making, shall have the full and exclusive right, power and authority to manage and control the affairs and properties (real and/or personal) of the Company and to bind the Company, including, but not limited to the authority to convey and encumber real and/or personal property of the Company, the acquisition of any financing, including the approval of the amount of the financing, the security for such financing and all other terms of the financing, and the direct or indirect borrowing of money by the Company, whether secured or unsecured, the refinancing, extending, or modifying in any material manner of any loan or delivering any guaranty of any loan or other obligation and to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed by the Manager or Officer to be necessary, appropriate or desirable to carry out or further the business of the Company. The Managers may appoint operational officers.

2. Term of Manager and Officers. The Managers shall serve and continue in such office for the term of the Company, unless sooner replaced or removed by operation of law, or by order or decree of any Court of competent jurisdiction, or upon his/her death, disability, resignation, or other failure to serve as a Manager, or replaced by the Singh Family or the Gaekwad Family.

3. Third Party Reliance. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Managers as set forth herein.

4. Compensation and Expenses. A Manager or Officer shall be entitled to reimbursement from the Company for direct out-of-pocket expenses incurred on behalf of the Company.

## **ARTICLE 7**

### **DISSOLUTION AND WINDING UP**

1. Events of Dissolution. The Company shall be dissolved as provided in the Act.

## **ARTICLE 8**

### **BOOKS AND RECORDS**

1. Books and Records. The Managers shall keep, or cause to be kept, at the principal place of business of the Company true and correct books of account, in which shall be entered fully and accurately each and every transaction of the Company. The Company's taxable and fiscal years shall be the same as the taxable and fiscal years of the Managers.

## **ARTICLE 9**

### **LIMITATION OF LIABILITY; INDEMNIFICATION**

1. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Managers shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Manager for any debts, liabilities or obligations of the Company. Except as otherwise expressly required by law, the Managers, in such Managers' capacity as such, shall have no liability in excess of (a) the undistributed profits of the Company, and (c) the amount of any distributions required to be returned pursuant to the Act.

2. Indemnification. The Company (including any receiver or trustee of the Company) shall, to the fullest extent provided or allowed by law, indemnify, save harmless and pay all judgments and claims against a Manager and each of their agents, affiliates, heirs, legal representatives, successors and assigns (each, an "Indemnified Party") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), that the act or omission of the

Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The company shall not pay for any insurance covering liability of the Manager or their agents, affiliates, heirs, legal representatives, successors and assigns for actions or omissions for which indemnification is not permitted hereunder; *provided, however*, that nothing contained herein shall preclude the Company from purchasing and paying for such types of insurance, including extended coverage liability and casualty and worker's compensation, as would be customary for any Person owning, managing and/or operating comparable property and engaged in a similar business or from naming the Manager(s) and any of their agents, affiliates, heirs, legal representatives, successors or assigns or any Indemnified Party as additional insured parties thereunder.

#### **ARTICLE 10** **AMENDMENT**

1. Amendment. This Operating Agreement may not be altered or modified except by the written consent by a majority of the Members.

#### **ARTICLE 11** **MISCELLANEOUS**

1. Binding Effect. This Operating Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors and assigns.

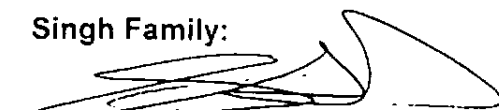
2. Applicable Laws. This Operating Agreement and the rights and duties of the Manager(s) hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida.

3. Headings. The article and section headings in this Operating Agreement are inserted as a matter of convenience and are for reference only and shall not be construed to define, limited, extend or describe the scope of this Operating Agreement or the intent of any provision.

4. Number and Gender. Whenever required by the context hereof, the singular shall include the plural, and vice versa and the masculine gender shall include the feminine and neuter genders, and vice versa.

THIS OPERATING AGREEMENT has been made and executed by the now Members effective as of March 04, 2022.

Singh Family:

  
Gurpreet Singh

Gaekwad Family:

  
Kunal Gaekwad