

L22000531195

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

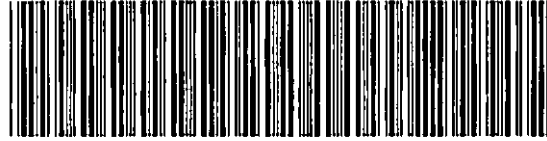
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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CLERK OF STATE  
TALLAHASSEE, FL

KEANE LAW, P.C.

ATTORNEYS AT LAW

57-1 JEFFERSON AVENUE

WESTWOOD, NJ 07675

TEL (201) 664-0057

FAX (201) 383-9864

E-mail: bkeane@keanelaw.net

BRIAN T. KEANE  
MEMBER NJ, NY & FL BARS

NY OFFICE

172 MILL CREEK ROAD

P.O. BOX 162

ADIRONDACK, NY 12808

TEL (518) 265-1129

January 6, 2023

**Via Priority Mail**

Amendment Section

Division of Corporations

PO Box 6327

Tallahassee, Florida 32314

Re: DPLN Holdings LLC  
Docket Number: L22000531195

Dear Sir/Madam:

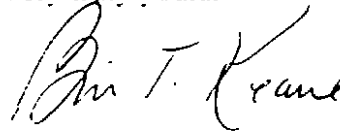
My office represents, the above referenced Limited Liability Company. Enclosed herewith, please find two (2) copies of the following documents for the above entity:

1. Articles of Merger for Florida Limited Liability Company; and
2. Agreement of Merger.

Please file the original and kindly return the extra copy marked "Filed" to this office in the envelope provided for your convenience. Enclosed is a check payable to Florida Department of State in the amount of \$50.00 to cover the filing fee.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,



Brian T. Keane

BTK:dbb

Enclosures

cc: DPLN Holdings LLC – Via Email



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

March 16, 2023

KEANELAW, P.C.  
57-1 JEFFERSON AVE.  
WESTWOOD, NY 07675

SUBJECT: DPLN HOLDINGS LLC.  
Ref. Number: L22000531195

We have received your document for DPLN HOLDINGS LLC. and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Pursuant to s.605.0212(8) each party to the merger must be active and current in filing its annual report through December 31 of the calendar year in which the articles of merger are submitted to the department for filing. Note: I have retained the copy marked "Filed"

If you have any questions concerning the filing of your document, please call (850) 245-6000.

Neysa Culligan  
Regulatory Specialist III

Letter Number: 523A00006158

**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>
<u>DPLN HOLDINGS LLC</u>	<u>Florida</u>	<u>limited liability company</u>
<u>DPLN HOLDINGS LLC</u>	<u>New Jersey</u>	<u>limited liability company</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

**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>
<u>DPLN HOLDINGS LLC</u>	<u>Florida</u>	<u>limited liability company</u>

**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(i)(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:
DPLN HOLDINGS LLC (FL)	<i>Douglas Verduin</i>	Douglas Verduin
DPLN HOLDINGS LLC (NJ)	<i>Douglas Verduin</i>	Douglas Verduin

FILED  
2023.1.13 AM 8:56  
CLERK OF STATE  
TALLAHASSEE, FL

## AGREEMENT OF MERGER

This Agreement is made and executed on this 31 day of December, 2022, by and between DPLN HOLDINGS LLC, a New Jersey limited liability company (hereinafter referred to as the "New Jersey Company"), with an office located at 190 Franklin Avenue, Ridgewood, New Jersey 07450, and DPLN HOLDINGS LLC, a Florida limited liability company (hereinafter referred to as the "Florida Company"), with an office located at 350 4<sup>th</sup> Ave South, Naples FL 34102;

### WITNESSETH:

**WHEREAS**, each party to this Agreement is engaged in the business of investments and financial services; and

**WHEREAS**, the parties have determined that it would be in their best interest to merge the New Jersey Company into the Florida Company; and

**WHEREAS**, the parties wish to provide the framework for the transaction thus contemplated;

**NOW, THEREFORE**, in consideration of the mutual promises and for other good and valuable consideration, the parties agree as follows:

1. As of the Effective Date, as defined below, the New Jersey Company shall cease to exist as a separate entity, and shall be deemed to have merged into the Florida Company, and hereinafter such transaction shall be referred to as the "Merger". At such time as the Merger takes place, the assets and liabilities of the New Jersey Company shall become the assets and liabilities of the Florida Company, the shareholders of the New Jersey Company shall become shareholders

of the Florida Company, and all future transactions involving the parties hereto shall be governed by the laws of the State of Florida.

2. Contemporaneous with the execution of this Agreement, the New Jersey Company and the Florida Company shall execute the Florida Articles of Merger. This Agreement, together with the Florida Articles of Merger, shall be held at the principal place of business of the Florida Company.

3. The "Effective Date" as used herein shall mean the date upon which the Articles of Merger are filed in the office of the Secretary of State of the State of Florida.

4. Each part of this Agreement hereby represents, covenants, and warrants to the other as follows:

(a) The books and records of the New Jersey Company, including the tax returns for the prior tax years, as represented to the parties hereof are true and accurate representations of the financial condition of the New Jersey Company.

(b) There are no defects in the assets of the New Jersey Company that would not be readily ascertainable by an inspection of such property.

(c) The New Jersey Company has good and marketable title to all of its assets, which property is shown on the balance sheet or other financial records of the New Jersey Company.

(d) There is no pending or threatened litigation or claims of any kind against the New Jersey Company.

(e) The New Jersey Company has not received any notice that it, its premises, or any of its shareholders are in violation of any law, ordinance, rule, regulation, order, decree or

prohibition imposed by any applicable governmental, quasi-governmental, administrative, regulatory or professional body.

(f) The parties have fully disclosed all material information on which each other party could reasonably be expected to rely in connection with the Merger, or which would have a material impact on the Merger.

5. The representations, covenants and warranties contained in this Agreement shall not merge in any other document executed in connection with the Merger, but shall survive and continue in full force and effect.

6. Prior to the Effective Date, each party to this Agreement agrees to operate its business in substantially the same manner as heretofore. Specifically, each party:

(a) Shall maintain all of its property, its assets, in substantially the same condition;

(b) Shall keep in full force and affect all current insurance policies;

(c) Shall not declare or make any distributions to shareholders in the way of bonuses, draws, redemptions or payments of any kind, except for the payment of regular salaries heretofore paid to persons who are employees, (if any);

(d) Shall not enter into any contract or commitment, nor agree to incur any liability, other than in the ordinary course of business, unless agreed to among all of the parties to this Agreement;

(e) Shall not create, assume, or permit any mortgage, pledge or other lien or encumbrance of any kind upon its assets, unless in the ordinary course of business and as agreed to among all of the parties to this Agreement;

(f) Shall not sell, transfer, assign, lease or otherwise dispose of any assets;



(g) Shall not change its capital structure by adding to or subtracting from any capital, drawing or expense account;

(h) Shall not admit any new members; and

(i) Shall not do or suffer any act that could reasonably be expected to have a material impact on the parties to this Agreement or the Merger.

7. The parties shall perform such additional acts and execute and deliver such additional documents as may be reasonably required to carry out the provisions, intent and purpose of this Merger.

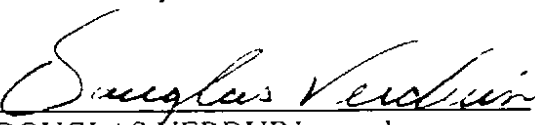
8. This Agreement shall be binding upon all of the parties hereto and their respective legal representatives, executors, heirs, successors and assigns.

9. The signatories to this Agreement have authority to execute this Agreement on behalf of their respective entities.

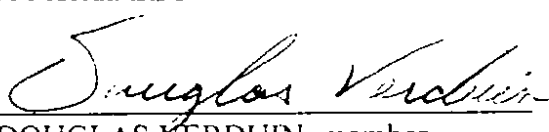
10. This Agreement shall be construed in accordance with applicable laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

DPLN HOLDINGS LLC,  
A New Jersey LLC

by:   
DOUGLAS VERDUIN, member

DPLN HOLDINGS LLC,  
A Florida LLC

by:   
DOUGLAS VERDUIN, member