

L23000384450

Florida Department of State  
Division of Corporations  
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To: Division of Corporations  
Fax Number : (850)617-6380

From: Account Name : PADULA BENNARDO LEVINE, LLP  
Account Number : I20160000061  
Phone : (561)544-8900  
Fax Number : (561)544-8999

FILED  
2023 OCT 19 PM 12:12  
CORPORATION DIVISION

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: cb@pbl-law.com

**MERGER OR SHARE EXCHANGE**

**Darien Group, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	16
Estimated Charge	\$50.00

ORIGINAL FILE DATE  
REQUESTED - 10/19/23

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10/19/23

JAN 10 2024

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Darien Group, LLC, a Florida limited liability company  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Cristofer Bennardo

Contact Person

Padula Bennardo Levine, LLP

Firm/Company

3837 NW Boca Raton Blvd., Suite 200

Address

Boca Raton, Florida 33431

City, State and Zip Code

cb@pbl-law.com

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

For further information concerning this matter, please call:

Cristofer Bennardo at ( 561 ) 544-8900  
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 (2/20)

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**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:

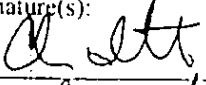
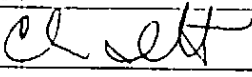
\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**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:
The Darien Group, LLC		Charlie Ittner
Darien Group, LLC		Charlie Ittner
_____	_____	_____
_____	_____	_____

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

**CERTIFICATE OF MERGER  
OF  
THE DARIEN GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  
INTO  
DARIEN GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

Pursuant to Chapter 605, Florida Statutes ("Act") each of the undersigned hereby certifies on behalf of the constituent corporations named herein as follows:

FIRST: The exact name, entity type and jurisdiction for each merging party is as follows ("Merging Company"):

<b>Name</b>	<b>Jurisdiction</b>	<b>Entity Type</b>
The Darien Group, LLC	California	Limited Liability Company

SECOND: The exact name, entity type and jurisdiction for each surviving party is as follows ("Surviving Company"):

<b>Name</b>	<b>Jurisdiction</b>	<b>Entity Type</b>
Darien Group, LLC	Florida	Limited Liability Company

THIRD: The date the merger is effective under the governing laws of the Surviving Company is the date of the filing of the Articles of Merger in the State of Florida.

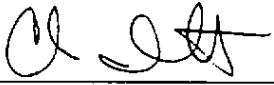

FOURTH: The Plan of Merger dated September 29, 2023 (the "Plan") has been adopted, approved, confirmed and ratified by both the Surviving Company and the Merging Company in accordance with the Act.

FIFTH: In accordance with the Act, the Merging Company and the Surviving Company's respective Members and Managers have approved, authorized and ratified this Plan by Unanimous Written Consent and have waived any further notice requirements prior to the filing of this Certificate of Merger.

SIXTH: The Merging Company and the Surviving Company have complied with all requirements of the Act to adopt, approve, authorize confirm and ratify the Plan of Merger, to authorize the filing of this Certificate of Merger and to otherwise effectuate the merger.

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IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be executed and delivered this 29<sup>th</sup> day of September, 2023.

MERGING COMPANY	SURVIVING COMPANY
<b>THE DARIEN GROUP, LLC.</b> , a California limited liability company	<b>DARIEN GROUP, LLC.</b> , a Florida limited liability company
By:  Charlie Ittner, Managing Member	By:  Charlie Ittner, Manager

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Exhibit A

Plan of Merger

See attached.

((H23000365914 3))

((H23000365914 3))

Exhibit B

Articles of Organization

See attached.

((H23000365914 3))



**JOINT WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING  
OF THE  
MEMBER AND MANAGER  
OF  
DARIEN GROUP, LLC, a Florida limited liability company**

Pursuant to the provisions of Chapter 620 of the Florida Limited Liability Company Act (the "Act"), the undersigned, being the sole Member and Manager of Darien Group, LLC (the "Florida Company"), hereby consents and subscribes to the following acts and resolutions in lieu of holding a formal special meeting, and all statutory requirements pertaining to the time, manner and place of same, as well as all notice requirements relating thereto, are hereby waived:

**WHEREAS**, for general business purposes, The Darien Group, LLC, a California limited liability company (the "California Company") desires to merge into the Florida Company, effective as of the date the Articles of Merger are filed with the Florida Secretary of State's office ("Merger");

**WHEREAS**, the undersigned member and manager acknowledges, understands and wishes to waive his right to advance notice of a shareholder meeting;

**WHEREAS**, the member recommends that the manager approve the Merger pursuant to an Agreement and Plan of Merger in substantially the form attached hereto as Exhibit A (the "Plan of Merger").

**NOW, THEREFORE BE IT**

**RESOLVED**, in connection with the Merger, the undersigned member hereby waives its rights to all notices of and in connection with the proposed Merger; and it is

**FURTHER RESOLVED**, that the Articles of Organization of the Florida limited liability company filed with the Florida Secretary of State in the form attached hereto as Exhibit B, is ratified and approved; and it is

**FURTHER RESOLVED**, that the Plan of Merger is ratified and approved; and it is

**FURTHER RESOLVED**, that the Certificate of Merger of the California Company to be filed with the California Secretary of State, in the form as required by the state of Florida and California, is ratified and approved; and it is

**FURTHER RESOLVED**, that the Articles of Merger of the Florida Company to be filed with the Florida Secretary of State is ratified and approved; and it is

**FURTHER RESOLVED**, that any officer of the Florida Company is authorized and directed, on behalf of the Florida Company, to execute and deliver any other documents and instruments and to take such additional actions as may be necessary or desirable to effectuate the foregoing resolutions, including without limitation, the Merger, the organization of the surviving Florida Company, and all other transactions contemplated herein; and it is


**FURTHER RESOLVED**, that the authority and power hereunder be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of these resolutions, are ratified and approved; and it is


**FURTHER RESOLVED**, that this Written Consent may be signed in one or more counterparts, each of which shall be deemed an original, whether original, photocopy, or facsimile copy of this Written Consent is signed by the undersigned, but all of which together will constitute one and the same document and one and the same action.

**IN WITNESS WHEREOF**, the undersigned, being the sole Member and Manager of the Florida Company, has executed this Written Consent as of the 29 day of September, 2023.

**SOLE MEMBER**

**SOLE MANAGER**

  
\_\_\_\_\_  
Charlie Ittner

  
\_\_\_\_\_  
Charlie Ittner

## **EXHIBIT A**

### **AGREEMENT AND PLAN OF MERGER**

**THIS PLAN OF MERGER** (hereinafter this "Plan") by and between **THE DARIEN GROUP, LLC**, a California limited liability company with a principal address of 8560 Sunset Blvd, 10th Floor, West Hollywood, CA 90069 (hereinafter the "Merging Company") and **DARIEN GROUP, LLC**, a Florida limited liability company with a principal address of 5380 North Ocean Drive #12J, Riviera Beach, Florida 33404 (hereinafter the "Surviving Company") is dated this 29 day of September, 2023 (the "Effective Date").

### **RECITALS**

The Merging Company is a limited liability company in good standing organized under the laws of the State of California on March 23, 2015, and has been assigned California File # 201508510044.

The Surviving Company is a Company in good standing organized under the laws of the State of Florida on August 15, 2023 and has been assigned Florida Document No. L23000384450.

Pursuant to § 17701.01 - 17713.13 of the California Revised Uniform Limited Liability Act of the California Corporations Code (the "CA Corporations Code") and § 605.1021 – 605.1026 of the Florida Revised Limited Liability Act (the "Florida Act"), the Merging Company intends to merge into the Surviving Company in accordance with the CA Corporations Code and the Florida Act and the terms and conditions of this Plan.

The members representing a majority of the membership interests of the Merging Company (the "Majority Members") have determined that for the purposes of effecting a change of the jurisdiction in which the Company is organized from California to Florida is advisable and in the best interests of the Merging Company to merge with and into the Surviving Company upon the terms and conditions set forth herein.

It is the intention of the Merging Company and the Surviving Company 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").

Pursuant to the CA Corporations Code and the Florida Act, the Mangers and Members of the Merging Company and the Surviving Company have consented to this Plan, and

The identity, existence, rights, privileges, powers, contracts, and assets of the Merging Company shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving Company.

NOW THEREFORE, in exchange of the mutual promises and conditions as set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE 1. CONSENT AND APPROVAL OF PLAN

1.1 Manager and Member Approval. The sole Member and Manager of the Merging Company and the sole Member and Manager of the Surviving Company have approved, authorized and ratified this Plan by Written Consents of the Members and Managers in Lieu of a Special Meeting; the consents are dated September 29, 2023.

## ARTICLE 2. MERGER OF ENTITIES

2.1 Merger; Survival. Effective upon the filing of the Certificate of Merger with the California Secretary of State, the Merging Company shall be merged with and into the Surviving Company (hereinafter the "Merger"). The Merging Company shall thereafter terminate and cease existence. The Surviving Company shall continue in existence as the Surviving Company after the Merger.

2.2 Existence after Merger. Upon the filing of the Articles of Merger, the Surviving Company shall continue to exist and shall be affected as provided by the Florida Act. The Merging Company shall cease to exist and shall be affected as provided by CA Corporations Code.

2.3 Governing Documents. The Surviving Company's Articles of Organization filed with the Florida Department of State on August 15, 2023, shall continue to serve as the Surviving Company's Articles of Organization upon consummation of the Merger.

2.4 Manager and Officers. The Managing Member of the Merging Company in office immediately prior to the Merger, Charles Ittner, shall become the Manager of the Surviving Company. Charles Ittner shall remain the Manager of the Surviving Company.

## ARTICLE 3. SHARES OTHER SECURITIES UPON MERGER

3.1 Membership Interest Conversion. On the Effective Date and by virtue of the Merger and without any action on the part of the holder thereof, (i) each membership interest in the Merging Company immediately prior to the Effective Date shall, by virtue of Merger and without any additional action on the part of the Merging Company, be exchanged for a membership interest in the Surviving Company; and all membership interests in the Merging Company prior to the Merger shall remain outstanding membership interest in the Surviving Company following the Merger.

3.2 Manner and Basis of Conversion of Other Securities. Upon the Merger, without any further action of either entity, all options, warrants and other securities exercisable or exchangeable for, or convertible into the Merging Company or Surviving Company's interests or other securities shall be cancelled without any conversion thereof or payment or distribution therefor.

#### ARTICLE 4. NOTICE AND FILING

4.1 Notice of Plan. In accordance with Section 605.1025 of the Act and relevant provisions of the CA Corporations Code the Member/Manager of the Surviving Company and the Member/Manager of the Merging Company shall provide notice to all of their respective Members of the Plan and of the approvals as set forth in Article 1 in the event that the written consent in lieu of a meeting approving the Plan was not unanimous of the members of the Merging Company or Surviving Company.

4.2 Notice under Plan. All notices, requests, demands and other communications between the parties of the Plan shall be in writing to the addresses as set forth in Section 5.10 and shall be deemed to have been duly given on the date of service if served personally, or by e-mail, courier service or via facsimile on the party to whom notice is to be given.

4.3 Articles of Merger. The Merging Company shall file Certificate of Merger with the Secretary of State pursuant to the CA Corporations Code; the Surviving Company shall execute and file with the Florida Department of State Articles of Merger; and shall pay all applicable filing fees necessary to effectuate the Merger.

#### ARTICLE 5. OTHER PROVISIONS

5.1 Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

5.2 Entire Agreement; Modification; Waiver. This Agreement and the exhibits hereto constitute the entire agreement among the parties pertaining to the subject matter contained in it and supersede all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

5.3 Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

5.4 Severability. If any provision of this Plan shall to be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly to retain the intent of the parties. If such modification is not possible, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

5.5 Exhibits. The exhibits to this Plan are a part of this Plan as if set forth in full herein and any references to the Plan herein are understood by the parties to include reference to the

exhibits.

5.6 Parties in Interest. Nothing in this Plan, whether express or implied, is intended to confer any rights or remedies under or by reason of this Plan on any persons other than the parties hereto and their respective successors and permitted assigns, nor is anything in this Plan intended to relieve or discharge the obligation or liability of any third persons to any party to this Plan unless expressly set forth herein, nor shall any provision give any third persons any right of subrogation or action over against any party hereto.

5.7 Binding. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5.8 Further Assurances. The Merging Company and the Surviving Company agree to take such action and to execute and deliver such documents and instruments as either party may reasonably request in order to effectuate the terms of this Plan, and the parties shall fully cooperate with one other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Plan.

5.9. Law and Jurisdiction. This Plan shall be construed in accordance with, and governed by, the laws of the State of Florida, without giving effect to conflicts of laws principles (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. The parties irrevocably consent to and confer personal jurisdiction and venue exclusively on the courts within Palm Beach County of the State of Florida and expressly waive any objections as to venue in any of such courts.

Section 5.10. Notices. All communication hereunder shall be in writing and, sent by mail, e-mail, or by facsimile.

If to The Darien Group, LLC, a California Limited Liability Company to:

Charles Ittner, its Managing Member  
5380 North Ocean Drive  
#12J  
Riviera Beach, Florida 33404



If to Darien Group, LLC, a Florida limited liability company, to:

Charles Ittner, its Manager  
5380 North Ocean Drive  
#12J  
Riviera Beach, Florida 33404

*[Signatures appear on the following page.]*

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**IN WITNESS WHEREOF**, the parties to this Plan have duly executed it as of the day and year first above-written.

MERGING COMPANY	SURVIVING COMPANY
<b>THE DARIEN GROUP, LLC.</b> , a California limited liability company	<b>DARIEN GROUP, LLC.</b> , a Florida limited liability company
By:  Charles Ittner, Managing Member	By:  Charles Ittner, Manager

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**EXHIBIT B**

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L23000384450  
FILED 8:00 AM  
August 15, 2023  
Sec. Of State  
klovelace

**Article I**

The name of the Limited Liability Company is:

DARIEN GROUP, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

5380 N OCEAN DRIVE  
#12J  
RIVIERA BEACH, FL. 33404

The mailing address of the Limited Liability Company is:

936 SW 1ST AVENUE  
#123  
MIAMI, FL. 33130

**Article III**

The name and Florida street address of the registered agent is:

CHARLIE ITTNER  
5380 N OCEAN DRIVE  
#12J  
RIVIERA BEACH, FL. 33404

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CHARLIE ITTNER



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#### **Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
CHARLIE ITTNER  
5380 N OCEAN DRIVE #12J  
RIVIERA BEACH, FL. 33404

**L23000384450**  
**FILED 8:00 AM**  
**August 15, 2023**  
**Sec. Of State**  
klovelace

Signature of member or an authorized representative

Electronic Signature: CHARLIE ITTNER

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

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