

P17000015585

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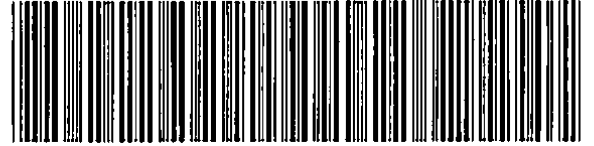
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**DATE: 8/20/19**

**NAME: CARDINELLO INC.**

**TYPE OF FILING: MERGER**

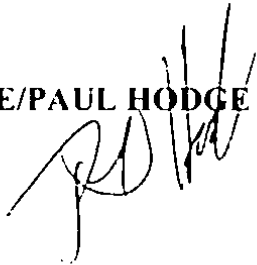
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2019 AUG 20 PM 4:47  
SECRETARY of STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

2013 AUG 20 PM 4:47

**SUBJECT:** CARDINELLO INC.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

\_\_\_\_\_  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

FILIPPO CINOTTI

\_\_\_\_\_  
Contact Person

CINOTTI LLP

\_\_\_\_\_  
Firm/Company

11 BROADWAY, SUITE 368

\_\_\_\_\_  
Address

NEW YORK, NY 10004

\_\_\_\_\_  
City/State and Zip Code

MCONTE@CINOTTISTONE.COM

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

For further information concerning this matter, please call:

FILIPPO CINOTTI

\_\_\_\_\_  
Name of Contact Person

At ( 212 ) 825-0489

\_\_\_\_\_  
Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

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

# ARTICLES OF MERGER

(Profit Corporations)

2019 AUG 20 PM 4:47

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
CARDINELLO INC.	FLORIDA	P17000015585

**Second:** The name and jurisdiction of each merging companies:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DARENGO LLC	NEW YORK	
CARDINELLO INC.	FLORIDA	P17000015585

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**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.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on July 18, 2019.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging LLC (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the MEMBERS of the merging corporation(s) on July 18, 2019.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

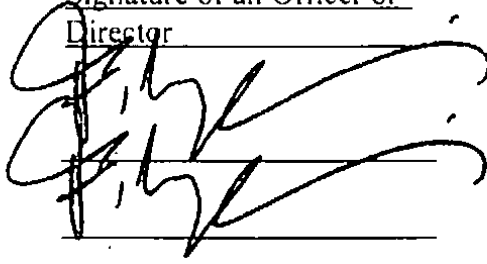
Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

DARENGO LLC

CARDINELO INC



FILIPPO CINOTTI, AUTHORIZED SIGN

FILIPPO CINOTTI, AUTHORIZED SIGN

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# **PLAN OF MERGER**

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

CARDINELLO INC.

FLORIDA

**Second:** The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

DARENGO LLC

NEW YORK

**Third:** The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows: See Attached Agreement and Plan of Merger

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

See attached

## **AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER**, dated as of July 18, 2019 (this "Agreement"), by and between **CARDINELLO INC.**, a Florida corporation (the "Corporation") and **DARENGO LLC**, a New York limited liability company (the "LLC").

WITNESSETH:

**WHEREAS**, the Corporation is a corporation organized and existing under the laws of the State of Florida. The authorized and issued capital stock of the Corporation consists of one thousand (1000) shares of common stock, no par value (the "Shares"), owned by Aries S.r.l., a company organized and existing under the laws of Italy;

**WHEREAS**, the LLC is a limited liability company organized and existing under the laws of the State of New York. The sole member of the LLC is Darengo Holding Corp., a New York corporation;

**WHEREAS**, the sole director and the sole shareholder of the Corporation have duly approved the merger of the LLC with and into the Corporation with the Corporation being the surviving corporation (the "Merger") pursuant to the Florida Business Corporation Law (the "Corporation Act");

**WHEREAS**, the sole member of the LLC has approved the Merger pursuant to the New York Limited Liability Company Act (the "LLC Act");

**WHEREAS**, as a result of the Merger, the Corporation, by operation of law, will acquire all the assets and assume all of the liabilities and obligations of LLC;

**WHEREAS**, for federal income tax purposes, it is intended that the Merger will qualify as a nonrecognition transaction under and subject to Section 351 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder; and

**WHEREAS**, the LLC Act allows the merger of a New York limited liability company into a foreign corporation and the Corporation Act allows the merger of a foreign limited liability company into a Florida corporation.

**NOW THEREFORE**, the parties hereto hereby agree as follows:

### **ARTICLE I**

#### **THE MERGER**

##### **SECTION 1.01. THE MERGER.**



On the Effective Date (as defined below), the LLC shall be merged with and into the Corporation in accordance with the provisions of the Corporation Act, whereupon the separate existence of the LLC shall cease, and the Corporation, as the surviving entity, shall continue its existence as a Florida corporation (the "Surviving Corporation").

#### **SECTION 1.02 EFFECTIVE TIME OF MERGER.**

The Merger shall become effective on the date that a certificate of merger with respect to the Merger is accepted for filing by the Secretary of State of the State of Florida (the "Effective Date") and make all other filings or recordings required by the LLC Act and the Corporation Act in connection with the Merger.

### **ARTICLE II**

#### **THE SURVIVING CORPORATION**

**SECTION 2.01. BYLAWS AND CERTIFICATE OF INCORPORATION.** The certificate of incorporation of the Corporation, as in effect immediately prior to the Effective Date, shall be the certificate of incorporation of the Surviving Corporation, unless and until thereafter amended in accordance with its terms and applicable laws. The bylaws of the Corporation as in effect immediately prior to the Effective Date shall be the bylaws of the Surviving Corporation unless and until thereafter amended in accordance with applicable laws.

### **ARTICLE III**

#### **TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES**

**SECTION 3.01. TRANSFER, CONVEYANCE AND ASSUMPTION, CONVERSION.** At the Effective Date, the Corporation shall continue in existence as the Surviving Corporation, and shall thereupon and thereafter, have all rights, privileges, immunities, powers and franchises, and be subject to all the duties, liabilities, obligations and penalties of the LLC, and all of the assets and property of whatever kind and character of the LLC shall vest in the Surviving Corporation without further act or deed; thereafter, the Surviving Corporation, shall be liable for all of the liabilities and obligations of LLC, and any claim or judgment against LLC may be enforced against the Surviving Corporation in accordance with and to the full extent provided by the LLC Act and Corporation Act.

At the Effective Time, each membership interest in the LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the LLC or the Surviving Corporation be cancelled and all of the Shares issued and outstanding prior to the Merger shall remain outstanding shares of common stock of the Surviving Entity following the Merger.

**SECTION 3.02. OFFICERS AND DIRECTORS.** The officers and directors of the Corporation at the Effective Date shall continue as officers and directors of the Surviving

Corporation until the election and qualification of their successors in accordance with the bylaws of the Surviving Corporation, as amended from time to time.

**SECTION 3.03. FURTHER ASSURANCES.** If at any time the Corporation shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of LLC, or otherwise to carry out the provisions hereof, the proper representatives of LLC as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof.

## **ARTICLE IV**

### **MISCELLANEOUS**

**SECTION 4.01. AUTHORIZED PERSON.** Each of Filippo Cinotti, Esq. and the President of the Corporation, Alessandro Mazzucchi, be and he hereby is, authorized, empowered and directed, on a several basis, in the name and on behalf of the Corporation to take such steps and to execute, acknowledge, verify, deliver, file and record, any and all documents and instruments including, without limitation, the certificate of incorporation of the surviving Corporation and the certificate of merger, as each of them may deem necessary, appropriate or advisable in order to effectuate the Merger.

### **SECTION 4.02. AMENDMENTS; NO WAIVERS.**

(a) Any provision of this Agreement may, subject to the applicable laws, be amended or waived prior to the Effective Date if, and only if, such amendment or waiver is in writing and signed by the Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise 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.

**SECTION 4.03. SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

**SECTION 4.04. GOVERNING LAW; JURISDICTION.** This Agreement shall be construed in accordance with and governed in accordance with the laws of the State of New York, without giving effect to its conflicts of law provisions. Any dispute arising out or related to this Agreement shall be devolved to the exclusive jurisdiction of the state and federal courts of the State of New York, County and City of New York.

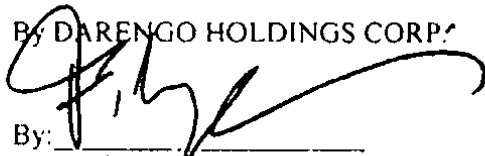
**SECTION 4.05. COUNTERPARTS; EFFECTIVENESS.** This Agreement may be executed in one or more counterparts, by facsimile or electronic (PDF) signature, each of which shall be deemed an original, and which all together shall constitute all and the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DARENGO LLC

By: DARENGO HOLDINGS CORP.



By:

Name: FILIPPO CINOTTI

Title: PRESIDENT

CARDINELLI INC.



By:

Name: ALESSANDRO MAZZUCCHI

Title: PRESIDENT