

F/15000001819

Florida Department of State
Division of Corporations
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RE-SUBMIT

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

Please retain original filing date of submission 7/22

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 205-8842
Fax Number : (850) 878-5368

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

Email Address: _____

COR AMND/RESTATE/CORRECT OR O/D RESIGN
VANTEC WORLD TRANSPORT (USA), INC.

Certificate of Status	0
Certified Copy	1
Page Count	8 12
Estimated Charge	\$43.75

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15 JUL 22 PM 12:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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July 23, 2015

FLORIDA DEPARTMENT OF STATE

Division of Corporations

VANTEC WORLD TRANSPORT (USA), INC.
991 FRANCISCO STREET
TORRANCE, CA 90502

SUBJECT: VANTEC WORLD TRANSPORT (USA), INC.
REF: F15000001819

RE-SUBMIT

Please retain original filing
date of submission 7/22

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

PLEASE PROVIDE A CERTIFICATE THAT HAS THE OLD AND NEW NAME OF THE CORPORATION AND THE DATE IT WAS FILED IN THE STATE OF CALIFORNIA.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell
Regulatory Specialist III

FAX Aud. #: R15000177801
Letter Number: 415A00015464

RECEIVED

15 JUL 24 PM 4:45

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Vantec World Transport (USA), Inc.
Name of Corporation

DOCUMENT NUMBER: Vantec World Transport (USA), Inc.

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Nadine Flores
Name of Contact Person

Vantec Hitachi Transport System (USA), Inc.
Firm/Company

21061 S. Western Avenue, Suite 300
Address

Torrance, CA 90501
City/State and Zip Code

nflores@hitachitransport.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Hiroki Suyama at 213 689-6506
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- \$35.00 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee, Certificate of Status & Certified Copy (Additional copy is enclosed)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

F15000001819

(Document number of corporation (if known))

1. Vantec World Transport (USA), Inc.
(Name of corporation as it appears on the records of the Department of State)

2. California 3. April 28, 2015
(Incorporated under laws of) (Date authorized to do business in Florida)

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TALLAHASSEE, FLORIDA

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? July 1, 2015

5. Vantec Hitachi Transport System (USA), Inc.
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

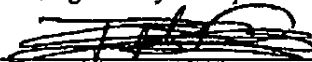
6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.



(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Randall Shlosaki

(Typed or printed name of person signing)

Secretary

(Title of person signing)

**State of California
Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

VANTEC HITACHI TRANSPORT SYSTEM (USA), INC.

FILE NUMBER: C1215104
FORMATION DATE: 11/01/1983
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of July 21, 2015.

ALEX PADILLA
Secretary of State

7/24/2015 4:35:24 PM From: To: 8506176380(6/13)



I hereby certify that the foregoing transcript of 7 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JUL 23 2015

Date: _____ CF61

Alex Padilla
ALEX PADILLA, Secretary of State

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Secretary of State
State of California
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AGREEMENT OF MERGER

This Agreement of Merger is made and entered into as of June 26, 2015, between Vantec World Transport (USA), Inc., a California corporation, hereinafter sometimes called VANTECUSA, with its principal office at 991 Francisco Street, Torrance, CA 90502 and Hitachi Transport System (America), Ltd., a California corporation, hereinafter sometimes called HTSA, with its principal office at 21061 S. Western Ave., Suite 300, Torrance, CA 90501, both corporations being hereinafter sometimes collectively called the Constituent Corporations.

WHEREAS, in order to increase business competitiveness through common management, to eliminate duplicate costs and to benefit from the combined size of the Constituent Corporations, the Boards of Directors of the Constituent Corporations deem it advisable that these corporations merge in accordance with California Corporations Code (the "Code") Section 1100 *et seq.* and they have duly approved and authorized the form of this Agreement of Merger; and

WHEREAS, the Constituent Corporations desire to merge under and pursuant to said provisions of the Code;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, the Constituent Corporations agree as follows:

1. Constituent Corporations. Each of the Constituent Corporations represents as follows:

(a) VANTECUSA represents that it is a corporation duly organized and existing under the laws of the State of California, having been incorporated on November 1, 1983, and having an authorized capital stock consisting of 100,000 shares, all of which are of one class with no par value, of which 35,000 shares are issued and outstanding, all of which are owned by Vantec Corporation, a Japanese corporation ("VANTEC").

(b) HTSA represents that it is a corporation duly organized and existing under the laws of the State of California, having been incorporated on April 1, 1987, and having an authorized capital stock consisting of 6,000 shares, all of which are of one class with no par value, of which 6,000 shares are issued and outstanding, all of which are owned by Hitachi Transport System, Ltd., a Japanese corporation ("HTS").

2. Merger. HTSA, which is sometimes hereinafter referred to as the Disappearing Corporation, shall be and it hereby is merged into VANTECUSA (the "Merger"), which shall be the surviving corporation, as that term is defined in the Code, to the Merger. The name of the surviving corporation, which is sometimes hereinafter referred to as the Surviving Corporation, shall, from and after the Effective Date (defined in Section 5 below), be Vantec Hitachi Transport System (USA), Inc.

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3. Articles of Incorporation.

(a) Upon the Effective Date, the Articles of Incorporation of the Surviving Corporation shall be amended as set forth in this Section 3.

(b) Article I of the Articles of Incorporation of the Surviving Corporation shall be amended in its entirety to read as follows:

"The name of the corporation is Vantec Hitachi Transport System (USA), Inc."

(c) Except as amended in subsection (b), the Articles of Incorporation of the Surviving Corporation shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended as provided therein or as provided by law.

4. Officers and Directors. The directors and officers of VANTECUSA holding office immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, to hold office until their respective successors have been duly elected and qualified.

5. Effective Date of Merger.

(a) Provided that this Agreement of Merger is not abandoned, the effective date of the Merger (the "Effective Date") shall be at the close of business on the date when this Agreement of Merger with officers' certificates attached is duly filed in the Office of the California Secretary of State in accordance with Section 1103 of the Code.

(b) The corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of VANTECUSA shall continue unaffected and unimpaired by the Merger; and the corporate identities, existences, purposes, powers, objects, franchises, rights, and immunities of HTSA shall be continued in and merged into VANTECUSA and VANTECUSA shall be fully vested therewith.

6. Shares.

(a) As of the Effective Date, by virtue of the Merger and without any action on the part of the shareholder thereof each share of HTSA issued and outstanding immediately prior to the Effective Date shall be converted into and become 2.337 shares of VANTECUSA; provided that no fractional shares of VANTECUSA shall be issued.

(b) The shares of the Surviving Corporation outstanding immediately prior to the Effective Date shall not be changed by reason of the Merger.

(c) After the Effective Date and on or after the date fixed for such purpose by the Board of Directors of the Surviving Corporation, the shareholder of the Disappearing Corporation shall surrender an outstanding certificate or certificates representing stock of HTSA to the Surviving Corporation or an agent duly appointed by the Surviving Corporation.

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(d) It is the understanding of the Constituent Corporations that the shareholder of the Disappearing Corporation has no present plan or intention to sell, exchange, or otherwise dispose of the shares of VANTECUSA that it owns.

7. EFFECT OF MERGER. UPON THE EFFECTIVE DATE:

(a) The Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provide by law;

(b) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other things in action or belonging to the Constituent Corporations; and

(c) All property, rights, privileges, powers, and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date; and all debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

8. Tax and Accounting Matters. For U.S. federal income tax purposes, the parties intend that the Merger qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code.

9. Delivery of Deeds and Instruments. From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in this Section and otherwise to carry out the intent and purposes of this Agreement of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement of Merger, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

10. Abandonment of Merger. Any time prior to the Effective Date, this Agreement of Merger may be abandoned without further obligation or liability by any of the Constituent Corporations, notwithstanding approval of the merger by their shareholders.

11. Miscellaneous.

(a) In the event that any provision of this Agreement of Merger is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, then

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such provision shall be deemed modified or reformed to the extent necessary to render such provision valid, binding and enforceable to the fullest extent permitted by law in such jurisdiction. The validity, binding effect or enforceability of the remaining provisions of this Agreement of Merger shall not be impaired or affected thereby, and such remaining provisions shall continue in full force and effect.

(b) No waiver of any breach of any provision of this Agreement of Merger shall be deemed to be effective unless set forth in writing and executed by the party against whom such waiver is sought to be enforced. No waiver in any one instance shall be deemed to be a waiver in any other instance, whether or not similar. No failure to exercise and no delay in exercising any right, power or privilege hereunder shall be deemed to constitute a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege hereunder or otherwise afforded by applicable law or in equity.

(c) This Agreement of Merger shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The titles used in this Agreement of Merger are used for convenience only and are not considered in construing or interpreting this Agreement of Merger.

(e) This Agreement of Merger shall be governed by, construed and enforced in accordance with the laws of the State of California, without reference to the conflicts-of-law or choice-of-law principles thereof.


[signature page follows]



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IN WITNESS WHEREOF, the parties have caused this Agreement of Merger to be signed by their respective duly authorized officers as of the date first written above.

VANTEC WORLD TRANSPORT (USA), INC.

By:  _____

Title: President

Name: Chris Haley

By:  _____

Title: Secretary

Name: Randall Shiosaki

HITACHI TRANSPORT SYSTEM (AMERICA), LTD.

By:  _____

Title: President

Name: Masataka Kashiwa

By:  _____

Title: Secretary

Name: Masataka Kashiwa

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VANTEC WORLD TRANSPORT (USA), INC.

OFFICER'S CERTIFICATE

We, Chris Haley and Randall Shiosaki, certify that:

1. We are the President and Secretary, respectively, of Vantec World Transport (USA), Inc., a corporation duly organized and existing under the laws of the state of California.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total No. of Shares Entitled to Vote</u>
Common	35,000

3. The agreement of merger in the form attached (the "Agreement of Merger") has been approved by the board of directors of the corporation.


4. The principal terms of the Agreement of Merger were approved by the shareholders of this corporation by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the agreement of merger.

5. Each class entitled to vote and the minimum percentage vote of each class is as follows:

<u>Class</u>	<u>Minimum Percentage Vote</u>
Common	Majority

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: June 26, 2015



 Chris Haley, President



 Randall Shiosaki, Secretary

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HITACHI TRANSPORT SYSTEM (AMERICA), LTD.

OFFICER'S CERTIFICATE

I, Masataka Kashiwa, certify that:

1. I am the President and Secretary of Hitachi Transport System (America), Ltd., a corporation duly organized and existing under the laws of the state of California.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total No. of Shares Entitled to Vote</u>
Common	6,000

3. The agreement of merger in the form attached (the "Agreement of Merger") has been approved by the board of directors of the corporation.

4. The principal terms of the Agreement of Merger were approved by the shareholders of the corporation by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the agreement of merger.

5. Each class entitled to vote and the minimum percentage vote of each class is as follows:

<u>Class</u>	<u>Minimum Percentage Vote</u>
Common	Majority

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

DATE: June 26, 2015



 Masataka Kashiwa,
 President and Secretary