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APR 13 2019  
S. YOUNG

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** CHUGIN (U.S.A.) , INC., A DELAWARE COPRORATION

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

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

Please return all correspondence concerning this matter to following:

EDWARD A. STOREY III

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

STOREY LAW GROUP, PA

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

3670 MAGUIRE BLVD STE 200

\_\_\_\_\_  
Address

ORLANDO, FL 32803

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

estorey@storeylawgroup.com

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

For further information concerning this matter, please call:

Edward A. Storey

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

At ( 407 )

488-1225

\_\_\_\_\_  
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

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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
CHUGIN (U.S.A.), INC.**

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, jurisdiction, and document number of the Surviving Corporation are as follows:

Name: **CHUGIN (U.S.A.), INC.**  
Jurisdiction: Delaware  
Document Number: P03544

**SECOND:** The name, jurisdiction, and document number of the Merging Corporation are as follows:

Name: **NONA, INC.**  
Jurisdiction: Florida  
Document Number: V66617

**THIRD:** The Plan and Agreement of Merger is attached hereto as Exhibit "A".

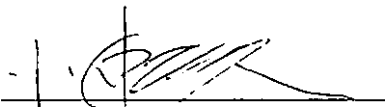
**FOURTH:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**FIFTH:** The Articles of Merger and Plan and Agreement of Merger were adopted by Unanimous Written Consent of the Boards of Directors and Shareholders of the Surviving Corporation and the Merging Corporation on April 1st, 2019.

**IN WITNESS WHEREOF**, each of the undersigned corporations has caused these Articles of Merger to be signed by its duly authorized officers this 25th day of March, 2019.

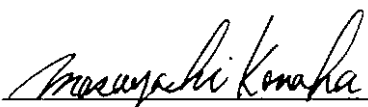
**SURVIVING CORPORATION:**

**CHUGIN (U.S.A.), INC.**  
a Delaware corporation

By:   
Masahisa Konaka  
President

**MERGING CORPORATION:**

**NONA, INC.**  
a Florida corporation

By:   
Masayoshi Konaka  
President

**EXHIBIT A**  
**Plan and Agreement of Merger**

## **PLAN AND AGREEMENT OF MERGER**

This **PLAN AND AGREEMENT OF MERGER** (hereinafter called this "Agreement"), dated this 25th day of March, 2019, by and between **CHUGIN (U.S.A.), INC.**, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes referred to as "Surviving Corporation"), and **NONA, INC.**, a corporation organized and existing under the laws of the State of Florida (hereinafter sometimes referred to as "Merged Corporation"). Surviving Corporation and Merged Corporation are sometimes referred to herein as the "Constituent Corporations."

### **WITNESSETH:**

**WHEREAS**, Surviving Corporation filed its Certificate of Incorporation in the office of the Secretary of State of Delaware on September 10, 1984; and

**WHEREAS**, Merged Corporation filed its Articles of Incorporation in the office of the Secretary of State of Florida on September 25, 1992; and

**WHEREAS**, the Shareholders and the respective Boards of Directors of each of the Constituent Corporations have determined that it is desirable to merge the Merged Corporation with and into the Surviving Corporation (the "Merger") and that Surviving Corporation shall be the surviving corporation of the Merger, pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Shareholders and the respective Boards of Directors of each of the Constituent Corporations have approved this Agreement in satisfaction of requisite approval requirements under the existing laws in their respective state of organization;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Existence of Surviving Merged Corporation.** As of the Effective Date of the Merger, Merged Corporation shall be merged with and into Surviving Corporation which shall be the surviving corporation. The corporate identity, existence, purposes, powers, franchises, rights and immunities of Surviving Corporation shall continue unaffected and unimpaired by the Merger; the corporate identity, existence, purposes, powers, franchises, rights and immunities of Merged Corporation shall be merged into the Surviving Corporation; and the Surviving Corporation shall be fully vested therewith. The separate existence of Merged Corporation, except insofar as otherwise specifically provided by law, shall cease at the Effective Date of the Merger whereupon Merged Corporation and the Surviving Corporation shall be and become one single corporation.

2. **Certificate of Formation of Surviving Corporation.** The Certificate of Formation of Surviving Corporation, as in effect immediately prior to the Effective Date (as defined below) of

the Merger, shall continue in full force and effect as the Certificate of Formation of the Surviving Corporation.

3. **Effect of Merger on Stock of Constituent Corporations.** On the Effective Date, by virtue of the Merger and without any additional action:

(1) any and all shares of capital stock of the Merged Corporation (whether common or preferred shares, or any other type of shares of any name, class or series or otherwise), that are issued and outstanding immediately prior thereto, shall, by virtue of the Merger and without any action by the Surviving Corporation, the holder(s) of such shares, or any other person, no longer be outstanding and shall be automatically cancelled and cease to exist, and will not be converted into or exchanged for any capital stock or property.

(2) Any and all shares of capital stock of Surviving Corporation issued and outstanding immediately prior to the Effective Date of the Merger, shall thereafter continue to exist as issued and outstanding shares of capital stock of the Surviving Corporation.

4. **Asset and Liabilities.** On the Effective Date of the Merger, as a result of the Merger, by operation of law and without further act or deed, all of the rights, privileges and powers of each of the Merged Corporation and the Surviving Corporation, and all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of the Merged Corporation and the Surviving Corporation, as well as all other things and causes of action belonging to each of the Merged Corporation and the Surviving Corporation, shall be vested in the Surviving Corporation, and shall thereafter be the property of the Surviving Corporation as they were of each of the Merged Corporation and the Surviving Corporation, and the title to any real property vested by deed or otherwise, under the laws of the State of Delaware, in the Merged Corporation or the Surviving Corporation, shall not revert or be in any way impaired by reason of this Merger; but all rights of creditors and all liens upon any property of either the Merged Corporation or the Surviving Corporation shall be preserved unimpaired, and all debts, liabilities and duties of each of the Merged Corporation and the Surviving Corporation shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

5. **Bylaws of the Surviving Corporation.** Except for amendments after the Effective Date in accordance with applicable law, the Bylaws of the Surviving Corporation after the Effective Date shall be the Bylaws of the Surviving Corporation as in effect immediately prior to the Merger, without change.

6. **Officers and Directors of Surviving Corporation.** Upon and following the Effective Date, (i) the officers and directors of Surviving Corporation, as of the time immediately

prior to the Effective Date, shall continue in office in such positions for the Surviving Corporation until their respective successors shall have been appointed or elected, and (ii) any persons holding positions as officers or directors of the Merged Corporation shall automatically cease to hold such positions, due to the elimination such of such positions as a result of the Merger.

7. **Approval by Shareholders and Board of Directors.** The Shareholders and the respective Boards of Directors of each of the Constituent Corporations have approved this Agreement and have directed that this Agreement be executed by the undersigned officers, and the Surviving Corporation in its capacity as the sole shareholder of the Merged Corporation has approved this Agreement.

8. **Counterparts.** This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

9. **Further Assurances.** From time to time, as and when required by Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of any or more Constituent Corporations as applicable, such deeds and other instruments, and there shall be taken or caused to be taken by it or them such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Constituent Corporations, and otherwise to carry out the purposes of this Agreement, and the officers and directors of Surviving Corporation are fully authorized in the name and on behalf of the Constituent Corporations or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

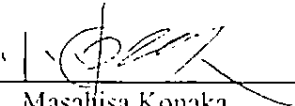
10. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

11. **Effective Time of Merger.** The "Effective Date" of the Merger shall be upon the later date of (a) the filing of the Certificate of Merger with the Secretary of State of Delaware and (b) the filing of the Articles of Merger with the Secretary of State of Florida.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement of Merger to be signed by their respective duly authorized representatives as of the day and year first above written.

**CHUGIN (U.S.A.), INC.,**  
a Delaware corporation

By:   
Masahisa Konaka  
President

**NONA, INC.,**  
a Florida corporation

By:   
Masayoshi Konaka  
President