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DIVISION OF CORPORATIONS  
2015 AUG 20 PM 12:48

*Albritton*

AUG 21 2015  
ALBRITTON

# DAVID LANIGAN, P.A.

Attorney & Counselor at Law

15310 Amberly Drive, Suite 250

Tampa, Florida 33647

Phone (813) 983-0655

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Website: <http://www.LaniganLaw.com>

David C. Lanigan, J.D., LL.M.

August 17, 2015

Attn: Irene Albritton  
Regulatory Specialist II  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: ARTICLES OF MERGER OF SANJO REALTY CORP., A N.Y. CORP.,  
INTO SANJO REALTY CORP., A FLORIDA CORP.

Dear Ms. Albritton:

My legal assistant spoke to Annette and you on August 13, 2015. My assistant has informed me that you had told her that the merger documents were not filed because they were not necessary, and that they were not necessary because an Application by Foreign Corporation for Withdrawal of Authority to Transact Business or Conduct Affairs in Florida for Sanjo Realty Corp., a New York corporation was filed. If in fact Annette and you told her what she informed that you did, then I declare to you that such an assertion not only was illogical, but also would have constituted you overriding my legal conclusions and actions made on behalf my client. The Articles of Merger of Sanjo Realty Corp., a N.Y. Corp., into Sanjo Realty Corp., a Florida corp., definitely were integral to the transaction which I had designed on behalf of my client, and they should have been filed immediately after the Articles of Incorporation for Sanjo Realty Corp., a Florida corp.

I have enclosed are the following documents:

1. Plan of Merger of Sanjo Realty Corp., a New York corporation into Sanjo Realty Corp., a Florida corporation, and an extra copy;
2. Signed Articles of Merger of Sanjo Realty Corp., a New York corporation into Sanjo Realty Corp., a Florida corporation, and an extra copy; and,
3. Check #3652 in the amount of \$70.00 payable to the Florida Department of State (\$35.00 for the Plan of Merger and \$35.00 for the Articles of Merger).

Please file the aforementioned documents in the records of the Florida Secretary of State, effective on the same day as the Articles of Incorporation for Sanjo Realty Corp., a Florida corp., July 31, 2015, and return all filings to my office address listed above.

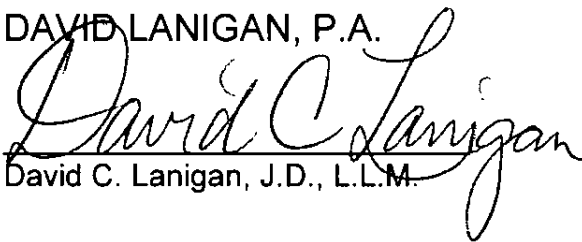
Attn: Irene Albritton  
Regulatory Specialist II  
Division of Corporations  
August 17, 2015  
Page 2

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If you have any questions, please call me. I would be happy to explain or discuss this transaction with you. Thank you for your prompt attention to this matter.

Sincerely,

DAVID LANIGAN, P.A.

A handwritten signature in cursive script that reads "David C. Lanigan". The signature is written in dark ink and is positioned over the printed name and title.

David C. Lanigan, J.D., L.L.M.

Enclosures

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David C. Lanigan, J.D., LL.M., Attorney & Counselor at Law  
15310 Amberly Drive, Suite 250  
Tampa, FL 33647  
(813) 983-0655 • Dave@laniganlaw.com

**ARTICLES OF MERGER OF**  
**SANJO REALTY CORP., a N. Y. corp.**  
**INTO**  
**SANJO REALTY CORP., a Florida corp.**

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SECRETARY OF STATE  
DIVISION OF CORPORATION  
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Pursuant to Section 607.1105, Florida Statutes, the corporations described herein, desiring to effect a merger, set forth the following facts and adopt the following Articles of Merger of Sanjo Realty Corp., a New York corporation, into Sanjo Realty Corp., a Florida corporation.

**ARTICLE I**

The name of the corporation surviving the merger is Sanjo Realty Corp., a Florida business corporation incorporated in the State of Florida on July 31, 2015. Its document number is P15000064721.

**ARTICLE II**

The non-surviving merging corporation is Sanjo Realty Corp., New York corporation incorporated in the State of New York on July 19, 2005.

**ARTICLE III**

The Plan of Merger, containing the information required by Section 607.1105, Florida Statutes, is set forth in Exhibit A, which is attached hereto and made a part hereof.

**ARTICLE IV**

The merger shall become effective on the date when these Articles of Merger are filed with the Florida Department of State.

**ARTICLE V**

The plan of merger was adopted and recommended by the Board of Directors of Sanjo Realty Corp., a Florida corporation, and approved by the shareholders of Sanjo

Realty Corp., a Florida corporation, on May 28, 2015. The number of votes cast for the merger was sufficient for approval.

## ARTICLE VI

The plan of merger was adopted and recommended by the Board of Directors of Sanjo Realty Corp., a New York corporation, and approved by the shareholders of Sanjo Realty Corp., a New York corporation, on May 28, 2015. The number of votes cast for the merger was sufficient for approval.

In witness whereof, the parties jointly sign these Articles of Merger on May 28, 2015.

**SANJO REALTY CORP.,**  
a New York corporation

By: Josephine Sciarrino  
Josephine Sciarrino, President

**SANJO REALTY CORP.,**  
a Florida corporation

By: Josephine Sciarrino  
Josephine Sciarrino, President

## PLAN OF MERGER OF SANJO REALTY CORP. INTO SANJO REALTY CORP.

This Plan of Merger ("**Plan of Merger**") dated as of May 28, 2015, is made by and between Sanjo Realty Corp. ("**Sanjo NY**"), a New York corporation having its principal office at 10608 Plantation Bay Drive, Tampa, FL 33647, and Sanjo Realty Corp. ("**Sanjo FL**"), a Florida corporation having its principal office at 10608 Plantation Bay Drive, Tampa, FL 33647

**WHEREAS**, the respective Boards of Directors of Sanjo NY and Sanjo FL deem the merger of Sanjo NY with and into Sanjo FL under and pursuant to the terms and conditions herein set forth or referred to, desirable and in the best interests of the respective corporations and their respective shareholders, and the respective Boards of Directors of Sanjo NY and Sanjo FL have adopted or are expected to adopt resolutions approving this Agreement and Plan of Merger; and

**WHEREAS**, the Board of Directors of Sanjo NY has directed that this Plan of Merger be submitted to the shareholders of Sanjo NY;

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows.

### ARTICLE I. MERGER; PURPOSE; CONTINUITY

Subject to the terms and conditions of this Plan of Merger, on the Effective Date (as hereinafter defined), Sanjo NY shall be merged with and into Sanjo FL, pursuant to the provisions of and with the effect provided in Section 607.1101, Fla. Stat. (said transaction being hereinafter referred to as the "**Merger**"). On the Effective Date, the separate existence of Sanjo NY shall cease and Sanjo FL, as the surviving entity, shall continue unaffected and unimpaired by the Merger. ("Sanjo FL as existing on and after the Effective Date is hereinafter *sometimes* referred to as the "**Surviving Corporation**".) On the Effective Date, the registered office of the Surviving Corporation in Florida shall remain unchanged by the Merger.

The purpose of merging is to change its state of incorporation from New York to Florida. Sanjo FL and Sanjo NY are commonly controlled..

The business of Sanjo NY will be continued by Sanjo FL for the indefinite future.

## ARTICLE II. ARTICLES OF INCORPORATION AND BY-LAWS

The Articles of Incorporation and the By-Laws of Sanjo FL in effect immediately prior to the Effective Date shall be the Articles of Incorporation and the By-Laws of the Surviving Corporation in each case, until amended in accordance with applicable law.

## ARTICLE III. BOARD OF DIRECTORS

On the Effective Date, the Board of Directors of the Surviving Corporation shall consist of those persons serving as directors of Sanjo FL immediately prior to the Effective Date.

## ARTICLE IV. CAPITAL

The shares of capital stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Date shall continue to be issued and outstanding on the Effective Date. As of May 28, 2015: a) Sanjo NY has authorized 200 shares of common stock, all 200 shares of which issued and outstanding; and b) Sanjo FL has authorized 200 shares of common stock, all 200 shares of which issued and outstanding.

## ARTICLE V. CONVERSION AND EXCHANGE OF SANJO NY SHARES; FRACTIONAL SHARE INTERESTS

1. On the Effective Date, each share of the common stock of Sanjo NY, ("**Sanjo NY Common Stock**"), outstanding immediately prior to the Effective Date (except as provided in Paragraphs 4 and 5 of this Article) by virtue of the Merger shall be converted into one (1.0) share of common stock, of Sanjo FL ("**Sanjo FL Common Stock**"). No liabilities will be assumed in the merger, and no property acquired in the merger will be subject to any liabilities.

2. On and after the Effective Date, each holder of a certificate or certificates theretofore representing outstanding shares of Sanjo NY Common Stock (any such certificate being hereinafter referred to as a "**Certificate**") may surrender the same to Sanjo FL or its agent for cancellation and each such holder shall be entitled upon such surrender to receive in exchange therefor certificate(s) representing the number of shares of Sanjo FL Common Stock to which such holder is entitled as provided herein and a check in an amount equal to the amount of cash, without interest, to which such holder is entitled. Until so surrendered, each Certificate shall be deemed for all purposes to evidence ownership of the number of shares of Sanjo FL Common Stock into which the shares represented by such Certificates have been changed or converted as aforesaid. If any certificate for shares of Sanjo NY Common Stock is to be issued in a name other than that in which a certificate surrendered for exchange is

issued, the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and the person requesting such exchange shall affix any requisite stock transfer tax stamps to the certificate surrendered or provide funds for their purchase or establish to the satisfaction of Sanjo FL or its agent that such taxes are not payable.

3. Upon the Effective Date, the stock transfer books of Sanjo NY shall be closed and no transfer of Sanjo NY Common Stock shall thereafter be made or recognized. Any other provision of this Plan of Merger notwithstanding, neither Sanjo FL or its agent nor any party to the Merger shall be liable to a holder of Sanjo NY Common Stock for any amount paid or property delivered in good faith to a public official pursuant to any applicable abandoned property, escheat, or similar law.

4. No conversion under Paragraph 1 of this Article V shall be made in respect of any share of Sanjo NY Common Stock as to which any Sanjo NY shareholder has elected to exercise dissenters' rights pursuant to Sections 607.1301 – 607.1333 of the Florida Statutes, if any, until such time as such shareholder shall have effectively lost dissenters' rights.

5. In the event that, prior to the Effective Date, the outstanding shares of Sanjo FL Common Stock shall have been increased, decreased, or changed into or exchanged for a different number or kind of shares or securities by reorganization, recapitalization, reclassification, stock dividend, stock split or other like changes in Sanjo FL's capitalization, all without Sanjo FL receiving consideration therefor, then an appropriate and proportionate adjustment shall be made in the number and kind of shares of Sanjo FL Common Stock to be thereafter delivered pursuant to this Plan of Merger.

## **ARTICLE VI. EFFECTIVE DATE OF THE MERGER**

Articles of merger evidencing the transactions contemplated herein shall be delivered to the Florida Secretary of State for filing. The Merger shall be effective at the time and on the date specified in such articles of merger (such date and time being herein referred to as the "**Effective Date**").

## **ARTICLE VII. FURTHER ASSURANCES**

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances, or assurances are necessary or desirable to vest, perfect, or confirm in the Surviving Corporation title to any property or rights of Sanjo NY, or otherwise carry out the provisions hereof, the proper officers and directors of Sanjo NY, as of the Effective Date, and thereafter the officers of the Surviving Corporation, acting on behalf of Sanjo NY, shall execute and deliver any and all proper assignments, conveyances, and assurances, and do all things necessary or desirable



to vest, perfect, or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the provisions hereof.

#### ARTICLE IX. TERMINATION

Anything contained in this Plan of Merger to the contrary notwithstanding, and notwithstanding adoption hereof by the shareholders of Sanjo NY, this Plan of Merger may be terminated and the Merger abandoned at any time on or prior to the Effective Date by mutual written consent of the parties hereto.

#### ARTICLE XI. MISCELLANEOUS

1. This Plan of Merger may be amended or supplemented at any time prior to its Effective Date by mutual agreement of Sanjo FL and Sanjo NY. Any such amendment or supplement must be in writing and approved by their respective Boards of Directors and/or by officers authorized thereby.

2. Any notice or other communication required or permitted under this Plan of Merger shall be given and shall be effective in accordance with the provisions hereof.

3. The headings of the several articles herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Plan of Merger.

4. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and entirely to be performed in such jurisdiction, except to the extent federal law may be applicable.

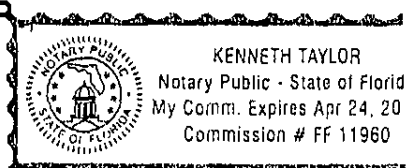
5. The Plan of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.


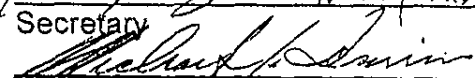
**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have caused this Plan of Merger to be executed in counterparts by their duly authorized officers and their corporate seals to be hereunto affixed and attested by their officers thereunto duly authorized, all as of the day and year first above written.


Attest:

May 28, 2015

**SANJO REALTY CORP.**  
A New York Corporation



  
Notary Public  
Secretary  


By:   
Josephine Sciarino, President

PLAN OF MERGER OF SANJO NY INTO SANJO FL

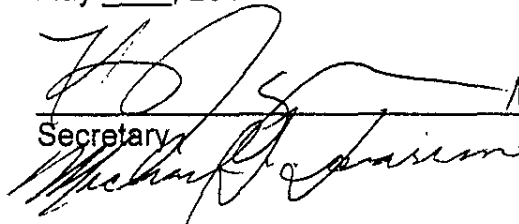
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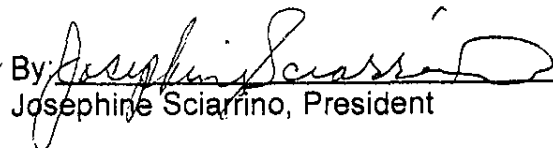
May 28, 2015

**SANJO REALTY CORP.**

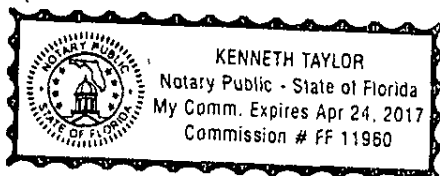
A Florida Business Corporation

  
Secretary

Notary Public

By:   
Josephine Sciarino, President

Seal



This document prepared by  
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