

P19000067173

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



900333380149

09/04/19--01007--002 \*\*78.75

2019 NOV 06 PM 3:25

Merger/cc

NOV 06 2019

I ALBRITTON

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: SEGA MOTORS INC (FL INCORPORATED)  
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

SERGEY ASTAYKIN  
Contact Person

SEGA MOTORS INC  
Firm/Company

2855 GULF TO BAY BLVD 9107  
Address

CLEARWATER, FL, 33759  
City/State and Zip Code

MMX 766@ Gmail.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

MARIA IVANYUTINA At ( 805 ) 2598685  
Name of Contact Person 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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 16, 2019

SERGEY ASTAYKIN  
2855 GULF TO BAY BLVD 9107  
CLEARWATER, FL 33459

SUBJECT: SEGA MOTORS INC  
Ref. Number: P19000067173

We have received your document for SEGA MOTORS INC and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

The merger should include 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.

Section 607.1101(3)(a), Florida Statutes provides that a plan of merger may set forth amendments to, or a restatement of the articles of incorporation of the surviving corporation. Therefore, if the articles of incorporation of the merging corporation will become the articles of incorporation of the surviving corporation, please add an exhibit titled Restated Articles of Incorporation which include the provisions of the restated articles currently in effect for the surviving corporation. If the registered agent is also changing, the signature of the new agent is required, along with a statement that he/she is familiar with and accepts the obligations of the position.

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.

Irene Albritton  
Regulatory Specialist II

Letter Number: 119A00019127

# ARTICLES OF MERGER

(Profit Corporations)

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)
<u>SEGA MOTORS INC</u>	<u>FLORIDA</u>	<u>P 19000067173</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>SEGA MOTORS INC</u>	<u>CALIFORNIA</u>	<u>4051190</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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 \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_

8/29/2019 and shareholder approval was not required.

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

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_

8/29/2019 and shareholder approval was not required.

(Attach additional sheets if necessary)

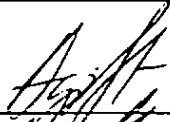
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

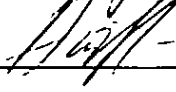
Typed or Printed Name of Individual & Title

SEGA MOTORS INC (FL)



DIRECTOR SERGEY ASTAYKIN

SEGA MOTORS INC (CA)



DIRECTOR SERGEY ASTAYKIN

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **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

SEGA MOTORS INC

FLORIDA

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

Name

Jurisdiction

SEGA MOTORS INC

CALIFORNIA

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

SURVIVING COMPANY PRESERVES FEIN of old (CA) company.  
MERGER is for change of place of organisation.  
DIRECTOR OR CORPORATE BYLAWS DO NOT CHANGE.

**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:

(Attach additional sheets if necessary)

PLAN OF MERGER  
BETWEEN  
SEGA MOTORS INC  
A CALIFORNIA CORPORATION (MERGED ENTITY)  
AND  
SEGA MOTORS INC  
A FLORIDA CORPORATION (SURVIVING ENTITY)

This agreement and plan of merger, dated as of the 29<sup>th</sup> day of August, 2019 is made by and between Sega Motors inc, a California corporation "Merged company" and Sega Motors inc, a Florida corporation also known as "Surviving entity".

WITNESSETH

WHEREAS, the board of directors (director) of Sega Motors inc Florida corporation deems its advisable and in the best interests of Surviving Entity that Merged Entity be merged with and into Surviving Entity as permitted by FL laws and the applicable laws set forth; and

WHEREAS, the board of directors (director) of Sega Motors inc California corporation deems its advisable and in best interests of Merged company be merged with and into Surviving Entity as permitted by Florida Corporate law.

WHEREAS, Sega Motors inc, existing under the law of State of California, its authorized capital stock consisting of 10000 shares with par value of \$0.01, where currently just one shareholder holding 100% of shares.

WHEREAS Sega Motors inc, existing under law of State of Florida, its authorized stock of 10 shares with no par value, where currently just one shareholder holding 100% of shares.

WHEREAS, director of Merged company and director of Surviving entity have approved this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the Florida state law, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

**1. Terms and Conditions of Merger.** At the effective time( as hereinafter defined), the Merged company shall be merged with and into Sega Motors inc Florida corporation pursuant to the provisions of Florida Merger Law for Surviving Entity, and Sega Motors inc (Florida Corporation ) will be Surviving Entity.

The date and hour on which the Merger occurs and becomes effective is hereinafter referred to as the "Effective Time". The merger shall occur and be effective on the hour and on the date that a Certificate of Merger has been filed with the Secretary of State of the State of Florida.

**2. Name, Bylaws, Directors and Officers.** From and after the Effective time:

2.1 The name if the Surviving Entity shall be: Sega Motors inc

2.2 The current Bylaws of Sega Motors shall be Bylaws of the Surviving Entity.

2.3 The directors and officers of Sega Motors inc at the Effective Time shall be unchanged and remain the directors and officers from and after the Effective time until the expiration of their current terms and until their successors are elected and qualify, or prior resignation, removal or death, subject to the Sega Motors inc Bylaws.

**3. Succession.** On the Effective Date, Surviving Entity Sega Motors inc shall succeed Merged Company in the manner and as more fully set forth in Florida Laws and specifically as follows:

(a) The separate corporate existence of Merged Company shall cease, and the Surviving Entity shall possess all the rights, privilege, powers and franchises of a public and private nature and be subject to all restrictions, liabilities and duties of Merged company;

(b) All the singular rights, privileges, powers and franchises of Merged Company and all property, real, personal and mixed, and all the debts due to Merged Company on whatever account, as well as for share and note subscriptions and all other things in action or belonging to Merged Company shall be vested in the Surviving Entity.

(c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of The Surviving Entity as they were of Merged Company. All rights of creditors and all liens upon any property of Merged Company shall be preserved unimpaired.

(d) All debts, liabilities and duties of Merged Company shall thenceforth attach to the Surviving company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;

(e) All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Merged Company, its directors, officers and agents which were valid and effective immediately prior to the Effective time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of Surviving Entity and shall be as effective and binding thereon as the same were with respect to Merged company.

(f) The surviving Entity shall be subject to suit, and the Surviving Entity hereby agrees that it may be sued in the state of Florida for as long as any liability remains outstanding in the State of Florida:

(i) any prior obligation of merged company;

**4. Stock and Stock certificates**

(a) Each share of Merged company common stock outstanding immediately prior to effective date shall by virtue of the merger and without any action on the part of the holder, be converted share for share, into fully-paid shares of the Surviving Entity as of the Effective time.

(b) Any shares of stock of Sega Motors inc in treasury of Sega Motors inc on the effective date of merger shall be surrendered to the surviving corporation or cancellation, and no shares of the surviving corporation shall be issued in respect thereof.

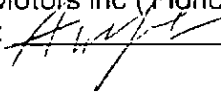
**5. Amendment and termination.** Subject to applicable law, this agreement may be amended by written agreement of the parties or Board of Directors hereto at any time prior to the Effective time.



IN WITNESS WHEREOF, the parties of the Agreement, pursuant to the approval and authority and authority duly given by resolutions adopted by their respective directors have caused this agreement to be executed by the president as of the day and year first above written.

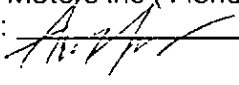
**Surviving company**

Sega Motors inc (Florida corporation)

By:  Its: Director

**Merged company**

Sega Motors inc (Florida corporation)

By:  Its: Director