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(Requestor's Name)

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PICK-UP WAIT MAIL

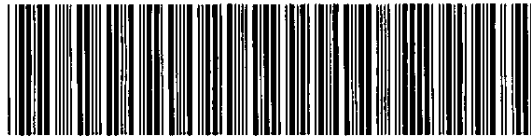
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA
13 NOV 27 PM 1:52
13 NOV 27 AM 11:35
DIVISION OF CORPORATE REGISTRATION

DEC 02 2013
T. CARTER



CORPORATION SERVICE COMPANY'

ACCOUNT NO. : I20000000195

REFERENCE : 900462 7357072

AUTHORIZATION

COST LIMIT

Spuddean
\$ 95.00

ORDER DATE : November 27, 2013

ORDER TIME : 10:13 AM

ORDER NO. : 900462-005

CUSTOMER NO: 7357072

ARTICLES OF MERGER

LUXURY LIVING OF MIAMI, INC.

INTO

LUXURY LIVING OF USA, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Stephanie Milnes

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Luxury Living of USA, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Gina Piazza

Contact Person

Tarter Krinsky & Drogin LLP

Firm/Company

1350 Broadway, 11th Floor

Address

New York, NY 10018

City, State and Zip Code

gpiazza@tarterkrinsky.com

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

For further information concerning this matter, please call:

Gina Piazza

Name of Contact Person

at (212) 216-1129

Area Code and Daytime Telephone Number

Certified copy (optional) \$30.00

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

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

13 NOV 27 11:11:35

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Luxury Living of USA, LLC	Florida	LLC
Luxury Living of Los Angeles, Inc.	California	Corporation
Luxury Living of Miami, Inc.	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Luxury Living of USA, LLC	Florida	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:


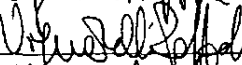

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Luxury Living of USA, LLC		Raffaella Vignatelli
Luxury Living of Los Angeles, Inc.		Raffaella Vignatelli
Luxury Living of Miami, Inc.		Raffaella Vignatelli

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Luxury Living of USA, LLC	Florida	LLC
Luxury Living of Los Angeles, Inc.	California	Corporation
Luxury Living of Miami, Inc.	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Luxury Living of USA, LLC	Florida	LLC

THIRD: The terms and conditions of the merger are as follows:

See attached Agreement of Merger

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement of Merger

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement of Merger

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached Agreement of Merger

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See attached Agreement of Merger

(Attach additional sheet if necessary)

AGREEMENT OF MERGER

This Agreement of Merger (this "Agreement"), dated as of 11/12, 2013 is entered into by and between Luxury Living of USA, LLC, a Florida limited liability company ("LLUSA"), Luxury Living of Los Angeles, Inc., a California corporation ("LLA"), and Luxury Living of Miami, Inc., a Florida corporation ("LLM") (individually a Party and collectively, the Parties).

RECITALS:

WHEREAS, the sole member of LLUSA, the Board of Directors of LLLA, and the Board of Directors of LLLM have determined that it is in the best interests of LLUSA, LLLA and LLLM and their shareholders/members to effect a combination whereby LLLA and LLM will merge with and into LLUSA pursuant the terms and subject to the conditions set forth herein (the "Merger");

WHEREAS, the sole member of LLUSA, the Board of Directors and the shareholders of LLLA, and the Board of Directors and the shareholders of LLM have approved this Agreement and the Merger pursuant to the terms and conditions herein set forth as of the date hereof;

WHEREAS, LLUSA is wholly-owned by Club House Italia S.p.A.;

WHEREAS, LLLA is wholly-owned by LLUSA;

WHEREAS, LLM is wholly-owned by LLUSA;

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify to the extent possible as a tax-free reorganization within the meaning of Section 332(a) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, in consideration of the above premises and the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

THE MERGER

Section 1. The Merger. At the Effective Time (as hereinafter defined) and upon the terms and subject to the conditions of this Agreement and in accordance with the California Corporations Code Section 1113(a) ("California Code") and Sections 608.438 and 607.1107 of the Florida Business Organization Code ("Florida Code") LLLA and LLM shall be merged with and into LLUSA. Following the Merger, LLUSA shall continue as the surviving entity (the "Surviving Entity") and the separate corporate existence of LLLA and LLM shall cease.

Section 2. Effective Time. The parties hereto will file with the Secretary of State of the State of California and the Secretary of State of Florida or other governmental agencies as required under applicable law certificates of merger in such form as required by, and executed in accordance with, the relevant provisions of the law of each such state. The later of (i) the effective time of the filing of the certificate of merger with the Secretary of State of the State of

California or (ii) the effective time of the filing of the certificate of merger with the Secretary of State of the State of Florida is the "Effective Time".

Section 3. Effects of Merger. The Merger shall have the effects set forth in the California Code and the Florida Code. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of LLLA and LLM shall vest in the Surviving Entity, and all debts, liabilities and duties of LLLA and LLM shall become the debts, liabilities and duties of the Surviving Entity.

Section 4. Articles of Organization. The Articles of Organization and Operating Agreement of LLUSA, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement of the Surviving Entity until amended in accordance with applicable law.

Section 5. Managers and Officers. As of the Effective Time, the managing members and officers of the Surviving Entity shall be comprised of the individuals who held such positions immediately prior to the Effective Time and shall hold positions in accordance with the Articles of Organization and the Operating Agreement of the Surviving Entity until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

Section 6. Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a tax-free reorganization within the meaning of Section 332(a) of the Code. Each party hereto shall use its commercially reasonable efforts to cause the Merger to be so qualified, shall report the transactions contemplated by this Agreement in a manner consistent with such reorganization treatment and will not take any position inconsistent therewith in any tax return, refund claim, litigation or otherwise unless required to do so by law. The Merger shall be treated as a pooling for accounting purposes.

Section 7. Conversion of Interests/Stock. At the Effective Time, the issued and outstanding shares of LLLA shall be cancelled without consideration, and the issued and outstanding shares of LLM shall be cancelled without consideration.

Section 8. Shareholder/Member Approval. This Agreement and the Merger provided for herein have been submitted for approval to, and approved by, the members of LLUSA in the manner prescribed by the provisions of the Florida Code, the shareholders of LLLA in the manner prescribed by the provisions of the California Code, and the shareholders of LLM in the manner prescribed by the provisions of the Florida Code.

Section 9. Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, each party will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper and advisable under applicable laws to consummate the Merger and the other transactions contemplated by this Agreement. Neither LLUSA, LLLA nor LLM will take, agree to take or knowingly permit to be taken any action or do or knowingly permit to be done anything in the conduct of the business of the companies, or otherwise, which would be contrary to or in breach of any of the terms or provisions of this Agreement.

Section 10. Request for Documentation. LLLA and LLM shall, from time to time, as and when requested by LLUSA, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this Agreement.

Section 11. Termination. This Agreement may be terminated and the Merger and the other transactions contemplated herein may be abandoned at any time prior to the Effective Time by mutual written consent of LLUSA, LLLA and LLM.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

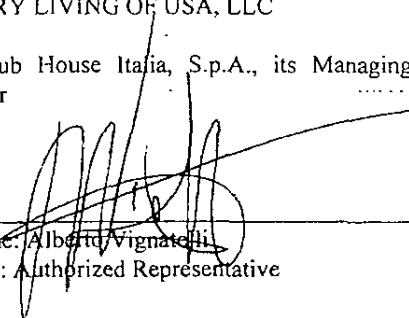
Section 13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

Section 14. Facsimile Signature. In the event that any signature is delivered by facsimile transmission, PDF, electronic signature or other similar electronic means, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

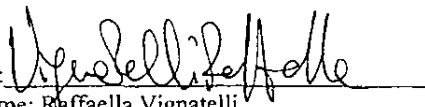
IN WITNESS WHEREOF, both the parties hereto caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized all as of the date first above written.

LUXURY LIVING OF USA, LLC

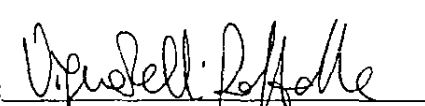
By: Club House Italia, S.p.A., its Managing Member

By: 
Name: Alberto Vignatelli
Title: Authorized Representative

LUXURY LIVING OF LOS ANGELES, INC.

By: 
Name: Raffaella Vignatelli
Title: President

LUXURY LIVING OF MIAMI, INC.

By: 
Name: Raffaella Vignatelli
Title: President