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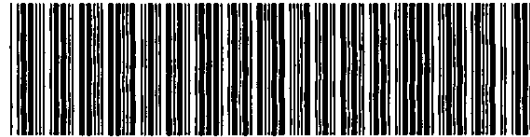
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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 MAY 13 PM 4:36

Merger

MAY 21 2013

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STARR, GERN, DAVISON & RUBIN

A PROFESSIONAL CORPORATION

COUNSELLORS AT LAW

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OF COUNSEL

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DONALD S. GOLDMAN[^]

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> MEMBER CT BAR
□ MEMBER NJ & PA BAR
v MEMBER AZ BAR
< MEMBER FL BAR
† CERTIFIED BY THE
SUPREME COURT OF
NEW JERSEY AS A
CIVIL TRIAL ATTORNEY
^ N.J.Ct.R. 1:40
◊ QUALIFIED MEDIATOR
◊ LL.M. IN TAXATION

May 8, 2013

FL Department of State
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Home Fashions International, LLC

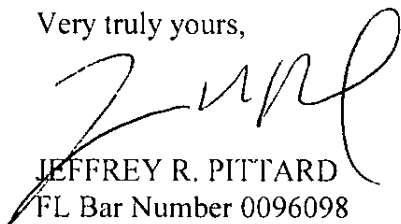
Dear Sir or Madam:

Enclosed herewith for filing, please find an original and one (1) copy of the Certificate of Merger together with the Agreement and Plan of Merger annexed thereto for the above referenced limited liability company.

Please file the original and return a certified filed copy of the Certificate of Merger to our NJ office listed above in the enclosed self-addressed, stamped envelope provided for your convenience. Our check made payable to your order in the amount of \$55.00 is enclosed herewith to cover your filing fees consisting of the following: \$25.00 Filing Fee + \$30.00 for a certified copy.

Your expeditious attention to the foregoing will be greatly appreciated. Thank you.

Very truly yours,


JEFFREY R. PITTARD
FL Bar Number 0096098

JRP:hbh
Encls.

CERTIFICATE OF MERGER

OF

HOME FASHIONS INTERNATIONAL, LLC (NY)

into

HOME FASHIONS INTERNATIONAL, LLC (FL)

Filed by:

Jeffrey Pittard, Esq.
STARR GERN DAVISON & RUBIN, PC
2255 Glades Road
Suite 324 A
Boca Raton, Florida 33431
(561.994.7533)

CERTIFICATE OF MERGER

FOR

FLORIDA LIMITED LIABILITY COMPANY

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 MAY 13 PM 4:36

This Certificate of Merger is being submitted to merge the following New York limited liability company into the following Florida limited liability company in accordance with Section 608.438 (2) of the Florida Statutes.

FIRST: The exact name, form/entity type and jurisdiction for each merging party is as follows: HOME FASHIONS INTERNATIONAL, LLC, a New York limited liability company ("HFI-NY") and HOME FASHIONS INTERNATIONAL, LLC, a Florida limited liability company ("HFI-FL").

SECOND: The exact name, form/entity type and jurisdiction of the surviving party is as follows: HFI-FL, having an address at 2255 Glades Road, Suite 324 A, Boca Raton, FL 33431.

THIRD: The annexed Agreement and Plan of Merger was approved by HFI-FL, the only surviving domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Section 608 of the Florida Statutes.

FOURTH: The annexed Agreement and Plan of Merger was approved by HFI-NY, the other limited liability company that is a party to the merger in accordance with the applicable provisions of the laws of the State of New York, the jurisdiction under which HFI-NY is organized.

FIFTH: The effective date of the merger shall be May 1, 2013, or if later, the filing date of this Certificate of Merger with the Florida Department of State, which shall not be prior to or

more than 90 days after the aforesaid filing.

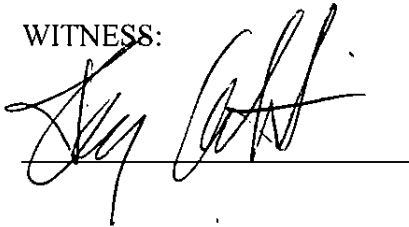
SIXTH: HFI-FL, the surviving limited liability company has been formed under the laws of the State of Florida.

SEVENTH: HFI-FL, the surviving limited liability company, has been formed under the laws of the State of Florida; and therefore, the provisions of Sections 608.4351 through 608.43595 of the Florida Statutes shall not be applicable.

EIGHTH: HFI-FL, the surviving limited liability company, has been formed under the laws of the State of Florida; and therefore, the provisions of Sections 48.181 and 608.4351 through 608.43595 of the Florida Statutes shall not be applicable .

IN WITNESS WHEREOF, this Certificate of Merger has been signed by the undersigned this 22nd day of April, 2013.

WITNESS:

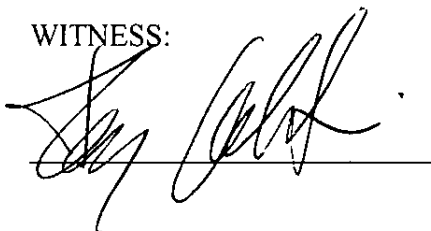


HOME FASHIONS INTERNATIONAL,
LLC (NY)

By: 

Zhenzhong Li, on behalf of the Sole
Member, Home Furnishing
International LLC

WITNESS:



HOME FASHIONS INTERNATIONAL,
LLC (FL)

By: 

Zhenzhong Li, on behalf of the Sole
Member, Home Furnishing
International LLC

AGREEMENT AND PLAN OF MERGER OF
HOME FASHIONS INTERNATIONAL, LLC, a New York limited liability company
INTO

HOME FASHIONS INTERNATIONAL, LLC, a Florida limited liability company

THIS AGREEMENT AND PLAN OF MERGER made and entered into this ^{22nd} day of April, 2013, by and between, HOME FASHIONS INTERNATIONAL, LLC, a New York limited liability company, having its principal place of business located at 315 Fifth Avenue, Suite 601, in the Borough of Manhattan, County of New York and state of New York ("HFI-NY"); and HOME FASHIONS INTERNATIONAL, LLC, a Florida limited liability company, having an address located at 2255 Glades Road, Suite 324A, in the City of Boca Raton, County of Palm Beach and the State of Florida ("HFI-FL");

WITNESSETH:

WHEREAS, the sole Member of WI-NY and WI-FL has approved and has agreed to execute this Agreement and Plan of Merger; and

WHEREAS, the sole Member of HFI-NY and HFI-FL deems it advisable and desirable, to the end that greater efficiency and economy of management may be accomplished and otherwise and generally to the advantage and welfare of HFI-NY and HFI-FL and their respective Members, that the properties, business, assets and liabilities, if any, of HFI-NY be merged into HFI-FL, sometimes called (the Surviving Florida limited liability company) under and pursuant to the provisions of Section 1003 of the Limited Liability Law of the State of New York and the

Limited Liability Law, Section 608.438 (2) of the Florida statutes.

NOW THEREFORE:

In consideration of the premises and the mutual agreements, provisions, covenants and grants herein contained, and in accordance with the statutes of the State of New York and the State of Florida it is hereby agreed by and between the parties hereto that HFI-NY shall be merged into HFI-FL and that HFI-NY and HFI-FL agree to and prescribe the terms and conditions of the merger and the mode of carrying the same into effect, which terms and conditions and mode of carrying the same into effect, HFI-NY and HFI-FL, as follows:

1. The name, form and jurisdiction of each party to this Agreement and Plan of Merger are: HFI-NY, a New York limited liability company, having an address at 315 Fifth Avenue, Suite 601, New York, New York 10016 and HFI-FL, a Florida limited liability company, having an address at 2255 Glades Road, Suite 324 A, Boca Raton, Florida 33431.

2. HFI-FL shall be the surviving Florida limited liability company and shall continue to exist as a limited liability company under and by virtue of the authority of the laws of the State of Florida.

3. Prior to the merger, HFI-NY has only one Member, Home Furnishing International, LLC ("HFUR-NY"); and subsequent to the merger, HFI-FL, the Surviving Florida limited liability company, shall continue to have only one Member, the name and address of which is as follows:

| <u>Member</u> | <u>Address</u> |
|--|--|
| Home Furnishings International, LLC ("HFUR-FL") | 2255 Glades Road, Suite 324 A, Boca Raton, FL 33431 |

4. HFI-FL, the Surviving Florida limited liability company, shall be managed by Zhenzhong Li, on behalf of the sole Member, HFUR-FL, who shall have the authority to execute all documents including checks/drafts, etc. on behalf of HFI-FL.

5. There shall be one (1) authorized Membership Shares of HFI-FL, the Surviving Florida limited liability company, which shall be issued to HFUR-FL, the sole Member.

6. The manner and basis of converting the one (1) outstanding Membership Share of HFI-NY into the one (1) Membership Share of HFI-FL, the Surviving Florida limited liability company, upon the effective date of the merger, shall be as follows:

(A) The outstanding one (1) Membership Share of HFI-NY shall be forthwith exchanged for and converted into the one (1) Membership Share of HFI-FL, the Surviving Florida limited liability company; and

(B) On or after the effective date of the merger, HFUR-FL, the sole Member of the outstanding (1) Membership Share of HFI-NY shall be entitled, upon the surrender of the certificate therefore at the office of HFI-FL to receive in exchange therefor a certificate for one (1) Membership Share of HFI-FL, the Surviving Florida limited liability company, as hereinabove provided.

7. The name and organization of HFI-NY, except insofar as the same shall continue by statute or as shall be requisite in carrying out the purposes of this Agreement and Plan of Merger, shall cease upon filing a Certificate of Merger for HFI-NY and HFI-FL, in the office of the

Department of State of New York.

8. Upon the consummation of the merger, all and singular the rights, privileges, powers and franchises of HFI-NY and all property, real, personal and mixed and all debts due on whatever accounts, as well as for membership subscriptions as well as all other choses in action or belonging to HFI-NY shall be vested in HFI-FL, the Surviving Florida limited liability company, and all property, rights, privileges, powers and franchises, and all and every other interest of HFI-NY shall hereafter be the property of HFI-FL, the Surviving Florida limited liability company, as they were of HFI-NY. The title to any and all real estate, whether by deed or otherwise vested in HFI-NY shall not revert or be in any way impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of HFI-NY shall be preserved unimpaired and that all debts, liabilities and duties of HFI-NY including Federal, state and local tax liabilities, if any, shall forthwith attach to HFI-FL, the Surviving Florida limited liability company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. The merger of HFI-NY and HFI-FL shall not in any manner impair the rights of any creditor of HFI-NY. In the event HFI-FL, the Surviving Florida limited liability company, shall deem it advisable that further assignments, assurances in the law, or things shall be necessary or desirable in order to vest title to any property of HFI-NY into HFI-FL, then and in that event, the sole Member of HFI-NY and/or HFI-FL shall execute all proper assignments and assurance in the law, and all things necessary or proper to vest title to such property in HFI-FL, the Surviving Florida limited liability company and otherwise to carry out the purposes of this Agreement and Plan of Merger.

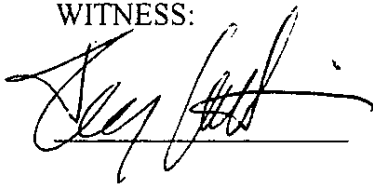
9. HFI-FL shall pay all expenses of the merger.

10. This Agreement and Plan of Merger shall be submitted to the sole Member of HFI-NY and HF-FL for approval as required by the laws of the State of New York and the State of Florida, respectively, and shall be deemed and taken to be the Agreement and Plan of Merger of HFI-NY and HFI-FL upon approval thereof by the sole Member of HFI-NY and HFI-FL on the merger. When such required approval shall be obtained, the sole Member of HFI-NY and HFI-FL shall be hereby authorized to deliver to the proper authorities for filing, in the State of New York and Florida, all documents as the same may be necessary or proper to render effective the merger contemplated by this Agreement and Plan of Merger.

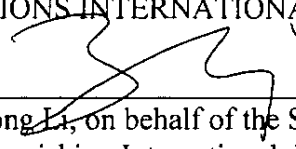
11. The effective date of the merger shall be May 1, 2013, or if later, the date of filing of the Certificate of Merger with the Florida Department of State..

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the undersigned as of the day and year first above mentioned.

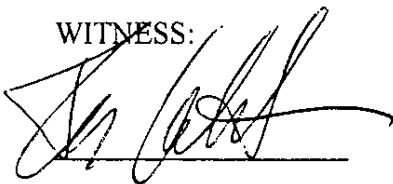
WITNESS:



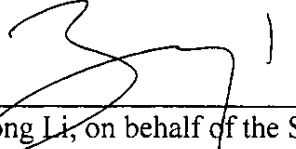
HOME FASHIONS INTERNATIONAL, LLC (NY)

By: 
Zhenzhong Li, on behalf of the Sole Member,
Home Furnishing International, LLC

WITNESS:



HOME FASHIONS INTERNATIONAL, LLC (FL)

By: 
Zhenzhong Li, on behalf of the Sole Member,
Home Furnishing International, LLC