

L13000050352

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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WAIT

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MAIL

(Business Entity Name)

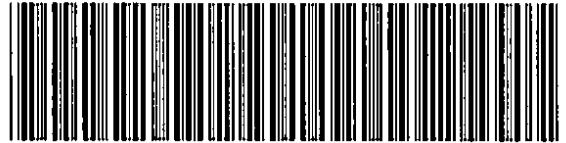
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Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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FILED  
CLERK OF STATE  
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APR 24 2020

D CUSHING

**JEFFREY R. PITTARD** | Counsel  
jpittard@sh-law.com  
Phone: 201-896-4100 | Fax: 201-896-8660

March 12, 2020

Via Certified Mail

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

Re: Gaffney Manufacturing, LLC into Home Fashions International, LLC  
Our File No. 13325.5000

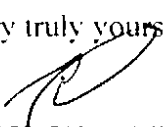
Dear Sir or Madam:

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

Please file the original and return a filed copy of the Certificate of Merger to our office listed below in the enclosed self-addressed, stamped envelope provided for your convenience. Our check made payable to your order in the amount of \$50.00 is enclosed herewith to cover your filing fees consisting of the following: \$25.00 filing fee for two LLCs.

Your expeditious attention to the foregoing will be greatly appreciated.

Very truly yours,

  
**JEFFREY R. PITTARD**  
For the Firm  
FL Bar Number 0096098

JRP/lmm  
Enclosure

2019 MAR 21 PM 4:07

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Home Fashions International, 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:

Jeffrey R. Pittard

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

Scarinci Hollenbeck

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

PO Box 790

\_\_\_\_\_  
Address

Lyndhurst, NJ 07071-0790

\_\_\_\_\_  
City, State and Zip Code

jpittard@sh-law.com

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

For further information concerning this matter, please call:

Jeffrey R. Pittard

at ( 201 )

896-7093

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

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
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

CR2E080 (2/14)

JEFFREY R. PITTARD | Counsel  
jpittard@sh-law.com  
Phone: 201-896-4100 | Fax: 201-896-8660

April 15, 2020

Florida Department of State  
Division of Corporations  
PO Box 6327  
Tallahassee, FL 32314

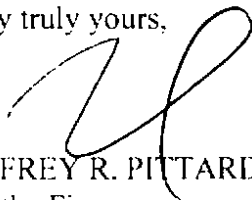
Re: Home Fashions International LLC  
Ref No. L13000050352

Dear Ms. Cushing:

In response to your correspondence dated April 6, 2020, a copy of which is enclosed for your reference, enclosed herewith please find a copy of the Annual Report for Gaffney Manufacturing, LLC, filed on April 11, 2020, and the payment receipt indicating the filing of said Annual Report. The check and the merger documents to be filed remain in your possession.

Please process this information accordingly. Should you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,



JEFFREY R. PITTARD  
For the Firm

JRP/lmm

Encl.



2020 APR 21 AM 10:56

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 6, 2020

JEFFREY R PITTARD  
SCARINCI HOLLENBECK  
PO BOX 790  
LYNDHURST, NJ 07071-0790

SUBJECT: HOME FASHIONS INTERNATIONAL, LLC  
Ref. Number: L13000050352

We have received your document for HOME FASHIONS INTERNATIONAL, LLC and your check(s) totaling \$50.00. However, the document has not been filed and is being retained in this office for the following:

As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please advise when the annual report for Gaffney Manufacturing, LLC has been filed.

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.

Diane Cushing  
Senior Section Administrator

Letter Number: 120A00007309

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Gaffney Manufacturing, LLC	FL	LLC <u>L17-242732</u>
Home Fashions International, LLC	FL	LLC
_____	_____	_____
_____	_____	_____

**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>
Home Fashions International, LLC	FL	LLC <u>L13-50352</u>
_____	_____	_____

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

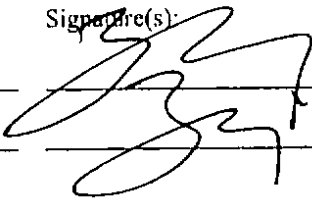
**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed 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:

December 31, 2019

**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.

**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Home Fashions International, LLC		Zhenzhong Li
Gaffney Manufacturing, LLC		Zhenzhong Li
_____		_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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 an authorized person

<b><u>Fees:</u></b>	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	<b><u>Certified Copy (optional):</u></b>	\$30.00

AGREEMENT AND PLAN OF MERGER  
OF  
GAFFNEY MANUFACTURING, LLC, a Florida Limited Liability Company  
INTO  
HOME FASHIONS INTERNATIONAL, LLC, a Florida Limited Liability Company

THIS AGREEMENT AND PLAN OF MERGER made and entered into this 2nd day of December, 2019, by and between, GAFFNEY MANUFACTURING, LLC, a Florida limited liability company, having its principal office located at 3520 NE 1<sup>st</sup> Avenue, Suite 302, in the City of Miami, County of Miami-Dade and State of Florida (“Gaffney”); and HOME FASHIONS INTERNATIONAL, LLC, a Florida limited liability company, having its principal office located at 3520 NE 1<sup>st</sup> Avenue, Suite 302, in the City of Miami, County of Miami-Dade and the State of Florida (“HFI”);

WITNESSETH:

WHEREAS, the sole Member of Gaffney and HFI has approved and has agreed to execute this Agreement and Plan of Merger; and

WHEREAS, the sole Member of Gaffney and HFI 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 Gaffney and HFI and their respective sole Member, that the properties, business, assets and liabilities, if any, of Gaffney be merged into HFI, sometimes called “the Surviving Florida limited liability company,” under and pursuant to the provisions of the Florida Revised Limited Liability Company Act, Sections 605.1021-1026 of the Florida statutes.



N O W   T H E R E F O R E:

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 Florida, it is hereby agreed by and between the parties hereto that Gaffney shall be merged into HFI and that Gaffney and HFI 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, are as follows:

1.       The name, form and jurisdiction of each party to this Agreement and Plan of Merger are: Gaffney, a Florida limited liability company, having its principal office at 3520 NE 1<sup>st</sup> Avenue, Suite 302, Miami, Florida 33137 and HFI, a Florida limited liability company, having its principal office at 3520 NE 1<sup>st</sup> Avenue, Miami, Florida 33137.

2.       HFI 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 has only one Member and subsequent to the merger, HFI, the Surviving Florida limited liability company, shall continue to have only one Member, the name and address of which is as follows:

Member

Home Furnishings International, LLC

Address

3520 NE 1<sup>st</sup> Avenue  
Suite 302  
Miami, FL 33137

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

5. There shall continue to be one (1) authorized Membership Share of HFI, the Surviving Florida limited liability company, which has heretofore been issued to the sole Member.

6. The manner and basis of converting the one (1) outstanding Membership Share of Gaffney into the one (1) Membership Share of HFI, 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 Gaffney shall be forthwith cancelled.

7. The name and organization of Gaffney, 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 Gaffney and HFI, in the office of the Department of State of the State of Florida.

8. Upon the consummation of the merger, all and singular the rights, privileges, powers and franchises of Gaffney and all property, real, personal and mixed and all debts due on whatever accounts, as well as for membership subscriptions and all other chooses in action or belonging to Gaffney shall be vested in HFI, the Surviving Florida limited liability company, and all property, rights, privileges, powers and franchises, and all and every other interest of Gaffney shall hereafter be the property of HFI, the Surviving Florida limited liability company, as they were of Gaffney. The title to any and all real estate, if any, whether by deed or otherwise vested

in Gaffney 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 Gaffney shall be preserved unimpaired and that all debts, liabilities and duties of Gaffney including Federal, state and local tax liabilities, if any, shall forthwith attach to HFI, 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 Gaffney and HFI shall not in any manner impair the rights of any creditor of Gaffney. In the event HFI, 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 Gaffney into HFI, then and in that event, Zhenzhong Li, the Manager of the sole Member of Gaffney and/or HFI shall execute all proper assignments and assurance in the law, and all things necessary or proper to vest title to such property in HFI, the Surviving Florida limited liability company, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

9. HFI shall pay all expenses of the merger, which includes paying a Member with appraisal rights the amount to which Members are entitled under Sections 605.1006 and 605.1061-605.1072 of the Florida Statutes.

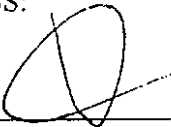
10. This Agreement and Plan of Merger shall be submitted to the sole Member of Gaffney and HFI for approval as required by the laws of the State of Florida and shall be deemed and taken to be the Agreement and Plan of Merger of Gaffney into HFI upon the approval thereof by the sole Member of Gaffney and HFI on the merger. When such required approval shall be obtained, Zhenzhong Li, the Manager of the sole Member of Gaffney and HFI shall be hereby

authorized to deliver to the proper authorities for filing, in the State of Florida, all documents as shall 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 Dec 31, 2019, or if later, the date of filing of the Certificate of Merger with the Florida Department of State.

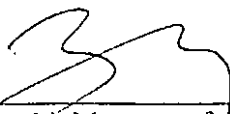
IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the undersigned as of the day and year first above mentioned.

WITNESS:



GAFFNEY MANUFACTURING, LLC  
(Florida)

By:

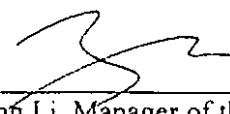
  
Zhenzhong Li, Manager of the Sole Member,  
HOME FURNISHINGS INTERNATIONAL, LLC

WITNESS:



HOME FASHIONS INTERNATIONAL, LLC  
(Florida)

By:

  
Zhenzhong Li, Manager of the Sole Member,  
HOME FURNISHINGS INTERNATIONAL, LLC