

P070000005482

(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



900180454779

EFFECTIVE DATE
5-24-10

05/13/10--01015--006 **35.00

Morgan

05/13/10--01015--007 **35.00

RECEIVED

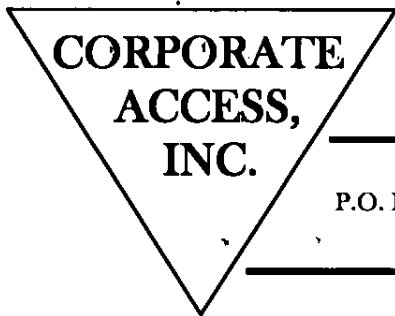
10 MAY 13 AM 11:20

FILED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 MAY 13 PM 12:45

DR
5/14/10



When you need ACCESS to the world

236 East 6th Avenue . Tallahassee, Florida 32303
P.O. Box 37066 (32315-7066) (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

WALK IN

PICK UP:

5/3/10 Alund

☐ CERTIFIED COPY

☒ PHOTOCOPY

☐ CUS

☒ FILING

Merger

1.

DCRD Merger Sub, Inc.
(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

EFFECTIVE DATE

5-24-10

FILED

ARTICLES OF MERGER OF DÉCOR PRODUCTS INTERNATIONAL, INC.

APR 13 PM 12:45

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation is DCRD Merger Sub, Inc. in the State of Nevada.

Second: The name and jurisdiction of the merging corporation is Décor Products International, Inc. in the State of Florida.

Third: The Agreement and Plan of Merger is attached as Exhibit A to the Articles of Merger.

Fourth: The merger shall become effective on May 24, 2010.

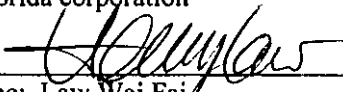
Fifth: The Agreement and Plan of Merger was adopted by the board of directors of the surviving corporation on April 8, 2010. Pursuant to Nevada Revised Statutes Section 92A.180, approval from the stockholders of the surviving corporation was not required for the merger.

Sixth: The Agreement and Plan of Merger was adopted by the board of directors and the majority shareholders of the merging corporation on April 8, 2010.

[Remainder of Page Left Blank Intentionally]

The parties hereto, intending to be legally bound hereby, have caused this Articles of Merger to be executed.

DÉCOR PRODUCTS INTERNATIONAL, INC.
a Florida corporation

By: 
Name: Law Wai Fai
Title: Chief Financial Officer

DCRD MERGER SUB, INC.
a Nevada corporation

By: 
Name: Law Wai Fai
Title: Chief Financial Officer

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of this 4th day of May, 2010, by and between Décor Products International, Inc., a Florida corporation (the "Florida Corporation"), and DCRD Merger Sub, Inc. a Nevada corporation (the "Nevada Corporation").

WITNESSETH:

WHEREAS, the Florida Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and

WHEREAS, the Nevada Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada; and

WHEREAS, the respective Boards of Directors of the Florida Corporation and the Nevada Corporation have determined that, for purposes of effecting the reincorporation of the Florida Corporation in the State of Nevada, it is advisable, to the advantage of and in the best interests of the Nevada Corporation and its shareholder and the Florida Corporation and its shareholders that the Florida Corporation change its domicile to Nevada by merging with and into the Nevada Corporation upon the terms and subject to the conditions herein provided, and conduct a combination of its shares of common stock such that each three (3) shares of Florida Corporation common stock for each one (1) share of Nevada Corporation common stock to be effectuated via this Agreement;

WHEREAS, the holder of a majority of the issued and outstanding shares of common stock of the Florida Corporation approved, by written consent on April 8, 2010, (i) a change of domicile, or reincorporation, of the Company to the State of Nevada by means of a merger with a newly formed, wholly-owned Nevada subsidiary and the terms of this Agreement, and (ii) a combination of the shares of common stock of the Company, or reverse stock split, such that each three (3) shares of common stock shall be converted into one (1) share of common stock, to be conducted in connection with the reincorporation merger;

WHEREAS, this Agreement, and the Plan of Merger, is being mailed to all shareholders of the Florida Corporation as an exhibit to a Schedule 14C Information Statement, in satisfaction of state law requirements;

WHEREAS, the parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and to cause the merger described herein to qualify as a reorganization under the provisions of Section 368 of the Code; and

WHEREAS, the respective Boards of Directors of the Florida Corporation and the Nevada Corporation have unanimously adopted and approved this Agreement and its terms, and the majority shareholder of the Florida Corporation and the sole shareholder of the Nevada Corporation have approved this Agreement and its terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the Florida Corporation and the Nevada Corporation hereby agree as follows:

1. Merger. Subject to and in accordance with the Florida Business Corporation Act and the Florida Revised Statutes (the "Florida Law"), at such time hereafter as the parties hereto shall mutually agree, the Florida Corporation shall be merged with and into the Nevada Corporation (the "Merger"), and the Nevada Corporation shall be the surviving company (hereinafter sometimes referred to as the "Surviving Corporation"). The Merger shall be effective upon (a) the filing of articles of merger with the office of the Florida Secretary of State in accordance with the provisions of Section 607.1109 of the Florida Law (the "Florida Articles of Merger"); and (b) the filing of a articles of merger with the Secretary of State of the State of Nevada in accordance with the applicable provisions of Section 92A.200 of the Nevada General Corporation Law (the "Nevada Articles of Merger"); the date and time of the later of such filings being hereinafter referred to as the "Effective Date." Subject to the provisions of this Agreement, the Florida Articles of Merger shall be duly executed by the Nevada Corporation and the Florida Corporation and thereafter delivered to the office of the Secretary of State of the State of Florida, and the Nevada Articles of Merger shall be duly executed by the Nevada Corporation and the Florida Corporation and thereafter delivered to the office of the Secretary of State of Nevada. The parties may if practicable, prepare and file Florida Articles of Merger and Nevada Articles of Merger prepared in compliance with Florida Law and the Nevada Revised Statutes ("Nevada Law") respectively, that are identical in form.

2. Governing Documents.

a. The Articles of Incorporation of the Nevada Corporation, a form of which is attached hereto as Exhibit B, shall be the Articles of Incorporation of the Surviving Corporation.

b. The Bylaws of the Nevada Corporation, a form of which is attached hereto as Exhibit C, shall be the Bylaws of the Surviving Corporation.

3. Officers and Directors. The directors of the Florida Corporation immediately prior to the Effective Date shall be the directors of the Surviving Corporation and the officers of the Florida Corporation immediately prior to the Effective Date shall be the officers of the Surviving Corporation. Such directors and officers will hold office from the Effective Date until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Corporation, as the same may be lawfully amended, or as otherwise provided by law.

4. Succession; Name of Surviving Corporation. As of the Effective Date, the Florida Corporation shall be merged with and into the Nevada Corporation, the separate existence of the Florida Corporation shall cease and, and the name of the Surviving Corporation shall be "Décor Products International, Inc." As of the Effective Date, the Nevada Corporation shall continue to possess all of the assets, rights, privileges, franchises, powers and property of the Florida Corporation as constituted immediately prior to the Effective Date, shall be subject to all actions previously taken by the Florida Corporation's Board of Directors and shall succeed, without other transfer, to all of the assets, rights, privileges, franchises, powers and property of Florida Corporation in the manner of and as more fully set forth in Section 92A.250 of the Nevada Law, and (ii) shall continue to be subject to all of the debts, liabilities and obligations of the Florida Corporation as constituted immediately prior to the Effective Date and shall succeed, without other transfer, to all of the debts, liabilities and obligations of the Florida Corporation in the same manner as if the Nevada Corporation had itself incurred them, all as more fully provided under the applicable provisions of the Nevada Law and the Florida Law.

5. Further Assistance. From and after the Effective Date, as and when required by the Nevada Corporation or by its successor and assigns, there shall be executed and delivered on behalf of the Florida Corporation such deeds and other instruments, and there shall be taken or caused to be taken by it such

further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Nevada Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Florida Corporation, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Nevada Corporation are fully authorized in the name and on behalf of the Florida Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Manner of Conversion of Securities; 3:1 Conversion Ratio.

(a) Common Stock. At the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each three (3) shares of common stock of the Florida Corporation ("Florida Common Stock") outstanding immediately prior to the Effective Time shall be changed and converted into one (1) fully paid and non-assessable share of common stock of the Nevada Corporation ("Nevada Common Stock"). Each share of Florida Common Stock issued and outstanding immediately prior to the Effective Date that is restricted or not fully vested shall upon such conversion have the same restrictions or vesting arrangements applicable to such shares as prior to the conversion.

(b) Preferred Stock. The Florida Corporation represents that it has no outstanding shares of Preferred Stock, and will have no outstanding shares of Preferred Stock, at the Effective Date.

(c) Options, Warrants and Stock Purchase Rights. Upon the Effective Date, the Surviving Corporation shall assume and continue the stock option plans and all other employee benefit, profit sharing and incentive compensation plans of the Florida Corporation. Each outstanding and unexercised option, warrant, and stock purchase right (each, a "Derivative Security") of the Florida Corporation shall become a Derivative Security of the Surviving Corporation on the basis of one (1) share of the Nevada Common Stock for every three (3) shares of Florida Common Stock issuable pursuant to any such Derivative Security, on the same terms and conditions applicable to any such Florida Corporation Derivative Security at the Effective Date of Merger. The exercise price for each share of Nevada Common Stock issuable pursuant to any such Derivative Security shall proportionally adjusted in each instance, and be equal to three times the exercise price applicable to any such Florida Corporation Derivative Security at the Effective Date. No fractional Derivative Security shall be issued upon the exchange of any Derivative Security of Florida Corporation for a Derivative Security of the Nevada Corporation.

(d) Reserved Shares. A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of Derivative Securities equal to one third ($1/3^{\text{rd}}$) of the number of shares of Florida Common Stock so reserved immediately prior to the Effective Date.

(e) Florida Corporation Repurchase Rights. All outstanding rights of the Florida Corporation that it may hold immediately prior to the Effective Date to repurchase unvested shares of Florida Common Stock, if any (the "Repurchase Options") shall be assigned to the Nevada Corporation in the Merger and shall thereafter be exercisable by the Nevada Corporation upon the same terms and conditions in effect immediately prior to the Effective Date, as appropriately adjusted to account for the 3:1 conversion ratio set forth above in this Section 6.

7. Outstanding Stock of the Nevada Corporation. At the Effective Date, the 1,000 shares of the Nevada Common Stock presently issued and outstanding in the name of the Florida Corporation shall be canceled and retired and resume the status of authorized and unissued shares of Nevada Common Stock, and no shares of Nevada Common Stock or other securities of Nevada Common Stock shall be issued in respect thereof.

8. Stock Certificates. From and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of capital stock of the Florida Corporation shall be deemed for all purposes to evidence ownership and to represent the shares of capital stock of the Surviving Corporation into which such shares of the Florida Corporation represented by such certificates have been converted as herein provided. The registered owner on the books and records of the Surviving Corporation or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of capital stock of the Surviving Corporation evidenced by such outstanding certificates as above provided. Each certificate representing capital stock of the Surviving Corporation so issued after the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of the Florida Corporation so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, and any additional legends required by applicable Blue Sky laws. If any certificate for shares of the Surviving Corporation stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the exchange agent any applicable taxes or fees payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such taxes or fees has been paid or are not payable.

9. Validity of Nevada Common Stock. All shares of Nevada Common Stock into which Florida Common Stock is to be converted pursuant to the Merger shall not be subject to any statutory or contractual preemptive rights (except those preemptive rights that may have existed with respect to the Florida Common Stock immediately prior to the Effective Date of the Merger), and shall, when issued, be validly issued, fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such Florida Common Stock.

10. Rights of Former Holders. From and after the Effective Date, no holder of certificates which evidenced Florida Common Stock immediately prior to the Effective Date shall have any rights with respect to the shares formerly evidenced by those certificates, other than the right to receive the shares of Nevada Common Stock into which such Florida Common Stock shall have been converted pursuant to the Merger.

11. Abandonment and Termination. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either the Florida Corporation or the Nevada Corporation or both, notwithstanding approval of this Agreement by the sole shareholder of the Nevada Corporation and the majority shareholder of the Florida Corporation.

12. Third Parties. Except as provided in this Agreement, nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, firm or corporation, other than the parties hereto or their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

13. Covenants of Surviving Corporation. The Surviving Corporation covenants and agrees that it will, on or before the Effective Date of Merger:

(a) If it is deemed to conduct business in the State of Florida, qualify to do business as a foreign corporation in the State of Florida and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of the Florida Law;

(b) File any and all documents with the Florida Division of Corporations necessary for the assumption by the Surviving Corporation of all of the franchise tax liabilities of the Florida Corporation; and

(c) Take such other actions as may be required by the Florida Law in connection with the Merger.

14. Registered Office. The registered office of the Surviving Corporation in the State of Nevada is located at 318 N. Carson Street, Suite 208, Carson City, Nevada 89701. Paracorp Incorporated is the registered agent of the Surviving Corporation at such address.

15. Agreement. Executed copies of this Agreement shall be on file at the principal place of business of the Nevada Corporation at 318 N. Carson Street, Suite 208, Carson City, Nevada 89701, and copies thereof shall be furnished to any shareholder of either constituent corporation, upon request and without cost.

16. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Nevada.

17. Approval of Florida Corporation as Sole Shareholder. By its execution and delivery of this Agreement, the Florida Corporation, as sole shareholder of the Nevada Corporation, consents to, approves and adopts this Agreement and the Plan of Merger, and approves the Merger. The Florida Corporation agrees to execute such instruments as may be necessary or desirable to evidence its approval and adoption of this Agreement, the Plan of Merger attached as Exhibit A to this Agreement, and the Merger as the sole shareholder of the Nevada Corporation.

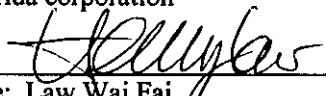
18. Expenses. The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger.

19. Effective Date. This Agreement and Plan of Merger shall be effective as of the date of filing of a counterpart of this Agreement or Articles of Merger with the State of Nevada.

[Remainder of Page Left Blank Intentionally]

The parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed.

DÉCOR PRODUCTS INTERNATIONAL, INC.
a Florida corporation

By: 
Name: Law Wai Fai
Title: Chief Financial Officer

DCRD MERGER SUB, INC.
a Nevada corporation

By: 
Name: Law Wai Fai
Title: Chief Financial Officer

Exhibit A
to Merger Agreement

Plan of Merger

The following corporations are parties to this Plan of Merger: (i) Décor Products International, Inc., a Florida Corporation (the "Florida Corporation") and (ii) DCRD Merger Sub, Inc., a Nevada corporation (the "Nevada Corporation").

1. The Florida Corporation owns all of the outstanding shares of the Nevada Corporation.
2. The Florida Corporation shall be merged with and into the Nevada Corporation (the "Merger").
3. All of the shares of the Nevada Corporation outstanding immediately prior to the Merger shall be canceled upon the effective date of the Merger.
4. Upon the effective date of the Merger, every three (3) outstanding shares of common stock, \$0.01 par value per share, of the Florida Corporation ("Florida Common Stock") shall be converted into one (1) share of common stock, \$0.01 par value per share, of the Nevada Corporation ("Nevada Common Stock").
5. Each holder of shares of the Florida Corporation may thereupon surrender the share certificate or certificates to the Secretary of the Nevada Corporation and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares into which the shares theretofore represented by a certificate or certificates so surrendered shall have been converted.
6. Upon the effective date of the Merger, each outstanding and unexercised option, warrant, or other right to purchase Florida Common Stock shall become an option, warrant, or other right to purchase Nevada Common Stock on the basis of one (1) share of Nevada Common Stock for each three (3) shares of Florida Common Stock issuable pursuant to any such option, warrant, or other stock purchase right, on the same terms and conditions applicable to any such Florida Corporation option, warrant, or other stock purchase right.
7. The officers and directors of the Florida Corporation immediately preceding the Merger shall be the officers and directors of the Nevada Corporation from and after the effective date of the Merger.
8. The Articles of Incorporation of the Nevada Corporation as in effect immediately preceding the Merger shall continue in full force and effect as the Articles of Incorporation of the surviving corporation, provided however, the name of the surviving corporation shall be "Décor Products International, Inc."
9. The Bylaws of the Nevada Corporation as in effect immediately preceding the Merger shall continue in full force and effect as the Bylaws of the surviving corporation.
11. This Plan of Merger shall be effective as of the date of filing of Articles of Merger with the State of Nevada.

Exhibit B
to Merger Agreement

Articles of Incorporation of Surviving Corporation

**ARTICLES OF INCORPORATION
OF
DCRD MERGER SUB, INC.**

(Pursuant to NRS Chapter 78)

Section 1. Name of Corporation

The name of the Corporation is DCRD Merger Sub, Inc.

Section 2. Registered Agent for Service of Process

Paracorp Incorporated is the registered agent of the Corporation with an address at 318 N. Carson Street, Suite 208, Carson City, Nevada 89701.

Section 3. Authorized Stock

The aggregate number of shares that the Corporation will have authority to issue is Thirty-Five Million (35,000,000) of which Thirty-Three Million Three Hundred Thirty-Three Thousand Three Hundred and Thirty-Three (33,333,333) shares will be common stock, with a par value of \$0.001 per share, and One Million Six Hundred Sixty-Six Thousand Six Hundred and Sixty-Seven (1,666,667) shares will be preferred stock, with a par value of \$0.001 per share.

Section 4. Names and Addresses of the Board of Directors/Trustees

The names and addresses of the Board of Directors shall be as follows:

(1) Mr. Liu Rui Sheng with an address at No. 6 Economic Zone, Wushaliwu, Chang'an Town Dongguan, Guangdong Province, P. R. China.

(2) Mr. Lau T. C. with an address at No. 6 Economic Zone, Wushaliwu, Chang'an Town Dongguan, Guangdong Province, P. R. China.

(3) Mr. Li Chak Ming with an address at No. 6 Economic Zone, Wushaliwu, Chang'an Town Dongguan, Guangdong Province, P. R. China.

Section 5. Purpose

The purpose of the Corporation shall be to engage in and carry on any lawful business activities.

Section 6. Name, Address and Signature of Incorporator

The name of the incorporator is Suzanne Fu with an address at 10900 Wilshire Blvd, Suite 500, Los Angeles, California 90024.

Section 7. Certificate of Acceptance of Appointment of Registered Agent

For the purpose of forming a corporation under the laws of the State of Nevada, Paracorp Incorporated does hereby accepts appointment as Registered Agent for the above named entity on April 6, 2010.

Exhibit C

to Merger Agreement

Bylaws of Surviving Corporation

**BYLAWS
FOR THE REGULATION, EXCEPT AS OTHERWISE
PROVIDED BY STATUTE OR ITS ARTICLES OF INCORPORATION
OF**

DÉCOR PRODUCTS INTERNATIONAL, INC.

**ARTICLE 1
OFFICES**

The registered office of the Corporation in the State of Nevada shall be located in the City and State designated in the Articles of Incorporation. The Corporation may also maintain offices at such other places within or without the State of Nevada as the Board of Directors may, from time to time, determine.

**ARTICLE 2
MEETINGS OF STOCKHOLDERS**

Section 1- Annual Meetings

The annual meeting of the stockholders of the Corporation shall be held at the time fixed, from time to time, by the Directors.

Section 2- Special Meetings

Special meetings of the stockholders may be called by the entire Board of Directors, any two directors or the president and shall be held within or without the State of Nevada.

Section 3- Place of Meetings

Meetings of stockholders shall be held at the registered office of the Corporation, or at such other places, within or without the State of Nevada as the Directors may from time to time fix. If no designation is made, the meeting shall be held at the Corporation's registered office in the state of Nevada.

Section 4- Notice of Meetings

(a) Written or printed notice of each meeting of stockholders, whether annual or special, signed by the president, vice president or secretary, stating the time when and place where it is to be held, as well as the purpose or purposes for which the meeting is called, shall be served either personally or by mail, by or at the direction of the president, the secretary, or the officer or the person calling the meeting, not less than ten or more than sixty days before the date of the meeting, unless the lapse of the prescribed time shall have been waived before or after the taking of such action, upon each stockholder of record entitled to vote at such meeting, and to any other stockholder to whom the giving of notice may be required by law. If mailed, such notice shall be deemed to be given when deposited in the United States mail, addressed to the stockholder as it appears on the share transfer records of the Corporation or to the current address, which a stockholder has delivered to the Corporation in a written notice.

(b) Further notice to a stockholder is not required when notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to him or her during the period between those two consecutive annual meetings; or all, and at least two payments sent by first-class mail of dividends or interest of securities during a 12-month period have been mailed addressed to him or her at his or her address as shown on the records of the Corporation and have been returned undeliverable.

Section 5- Quorum

(a) Except as otherwise provided herein, or by law, or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the "Articles of Incorporation"), a quorum shall be present at all meetings of stockholders of the Corporation, if the holders of a majority of the shares entitled to vote of that matter are represented at the meeting in person or by proxy.

(b) The subsequent withdrawal of any stockholder from the meeting, after the commencement of a meeting, or the refusal of any stockholder represented in person or by proxy to vote, shall have no effect of the existence of a quorum, after a quorum has been established at such meeting.

(c) Despite the absence of a quorum at any meeting of stockholders, the stockholders present may adjourn the meeting.

Section 6- Voting and Acting

(a) Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, any corporate action, the affirmative vote of the majority of shares entitled to vote on that matter and represented either in person or by proxy at a meeting of stockholders at which a quorum is present, shall be the act of the stockholders of the Corporation.

(b) Except as otherwise provided by statute, the Certificate of Incorporation, or these bylaws, at each meeting of stockholders, each stockholder of the Corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his name on the books of the Corporation.

(c) Where appropriate communication facilities are reasonably available, any or all stockholders shall have the right to participate in any stockholders' meeting, by means of conference telephone or any means of communications by which all persons participating in the meeting are able to hear each other.

Section 7- Proxies

Each stockholder entitled to vote or to express consent or dissent without a meeting, may do so either in person or by proxy, so long as such proxy is executed in writing by the stockholder himself, his authorized officer, director, employee or agent or by causing the signature of the stockholder to be affixed to the writing by any reasonable means, including, but not limited to, a facsimile signature, or by his attorney-in-fact thereunto duly authorized in writing. Every proxy shall be revocable at will unless the proxy conspicuously states that it is irrevocable and the proxy is coupled with an interest. A telegram, telex, cablegram, or similar transmission by the stockholder, or a photographic, photostatic, facsimile, shall be treated as a valid proxy, and treated as a substitution of the original proxy, so long as such transmission is a complete reproduction executed by the stockholder. If it is determined that the telegram, cablegram or other electronic transmission is valid, the persons appointed by the Corporation to count the votes of stockholders and determine the validity of proxies and ballots or other persons making those determinations must specify the information upon which they relied. No proxy shall be valid after the expiration of six months from the date of its execution, unless otherwise provided in the proxy. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation. If any stockholder designates two or more persons to act as proxies, a majority of those persons present at the meeting, or, if one is present, then that one has and may exercise all of the powers conferred by the stockholder upon all of the persons so designated unless the stockholder provides otherwise.

Section 8- Action Without a Meeting

Unless otherwise provided for in the Articles of Incorporation of the Corporation, any action to be taken at any annual or special stockholders' meeting, may be taken without a meeting, without prior notice and without a vote if written consents are signed by a majority of the stockholders of the Corporation, except however if a different proportion of voting power is required by law, the Articles of Incorporation or these Bylaws, than that proportion of written consents is required. Such written consents must be filed with the minutes of the proceedings of the stockholders of the Corporation.

ARTICLE 3
Board of Directors

Section 1- Number, Term, Election and Qualifications

(a) The first Board of Directors and all subsequent Boards of the Corporation shall consist of Liu Rui Sheng, Lau T. C. and Li Chak Ming, unless and until otherwise determined by vote of a majority of the entire Board of Directors. The Board of Directors or stockholders all have the power, in the interim between annual and special meetings of the stockholders, to increase or decrease the number of Directors of the Corporation. A Director need not be a stockholder of the Corporation unless the Certificate of Incorporation of the Corporation or these Bylaws so require.

(b) Except as may otherwise be provided herein or in the Articles of Incorporation, the members of the Board of Directors of the Corporation shall be elected at the first annual stockholders' meeting and at each annual meeting thereafter, unless their terms are staggered in the Articles of Incorporation of the Corporation or these Bylaws, by a plurality of the votes cast at a meeting of stockholders, by the holders of shares entitled to vote in the election.

(c) The first Board of Directors shall hold office until the first annual meeting of stockholders and until their successors have been duly elected and qualified or until there is a decrease in the number of Directors. Thereinafter, Directors will be elected at the annual meeting of stockholders and shall hold office until the annual meeting of the stockholders next succeeding his election, unless their terms are staggered in the Articles of incorporation of the Corporation (so long as at least one-fourth in number of the Directors of the Corporation are elected at each annual stockholders' meeting) or these Bylaws, or until his prior death, resignation or removal. Any Director may resign at any time upon written notice of such resignation to the Corporation.

(d) All Directors of the Corporation shall have equal voting power unless the Articles of Incorporation of the Corporation provide that the voting power of individual Directors or classes of directors are greater than or less than that of any other individual Directors or classes of Directors, and the different voting powers may be stated in the Articles of Incorporation or may be dependent upon any fact or event that may be ascertained outside the Articles of Incorporation is the manner in which the fact or event may operate of those voting powers is stated in the Articles of Incorporation. If the Articles of Incorporation provide that any Directors have voting power greater than or less than other Directors of the Corporation, every reference in these Bylaws to a majority or other proportion of Directors shall be deemed to refer to majority or other proportion of the voting power of all the Directors or classes of Directors, as may be required by the Articles of Incorporation.

Section 2- Duties and Powers

The Board of Directors shall be responsible for the control and management of the business and affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except such as those stated under Nevada state law, are in the Articles of Incorporation or these Bylaws, expressly conferred upon or reserved the stockholders or any other person or persons named therein.

Section 3- Regular Meetings; Notice

(a) A regular meeting of the Board of Directors shall be held either within or without the State of Nevada at such time and at such place as the Board shall fix.

(b) No notice shall be required of any regular meeting of the Board of Directors and, if given, need not specify the purpose of the meeting' provided, however that in case the Board of Directors shall fix or change the time or place of any regular meeting when such time and place was fixed before such change, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in these Bylaws with respect to special meetings, unless such notice shall be waived in the manner set forth in these Bylaws.

Section 4- Special Meetings, Notice

(a) Special meetings of the Board of Directors shall be held at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Except as otherwise required statute, written notice of special meetings shall be mailed directly to each Director, addressed to him at his residence or usual place of business, or delivered orally.

With sufficient time for the convenient assembly of Directors thereat, or shall be sent to him at such place by telegram, radio or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. If mailed, the notice of any special meeting shall be deemed to be delivered on the second day after it is deposited in the United States mails, so addressed, with postage prepaid. If notice is given by telegram, it shall be deemed to be delivered when the telegram is delivered to the telegraph company. A notice or waiver of notice, except as required by these Bylaws, need not specify the business to be transacted or the purpose or purposes of the meeting.

(c) Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 5- Chairperson

The Chairperson of the Board, if any and if present, shall preside at all meetings of the Board of Directors. If there shall be no Chairperson, or he or she shall be absent, then the President shall preside, and in his absence, any other director chosen by the Board of Directors shall preside.

Section 6- Quorum and Adjournments

(a) At all meetings of the Board of Directors, or any committee thereof, the presence of a majority of the entire Board, or such committee thereof, shall constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate of Incorporation, or these Bylaws.

(b) A majority of the Directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, whether or not a quorum exists. Notice of such adjourned meeting shall be given to Directors not present at time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors who were present at the adjourned meeting.

Section 7- Manner of Acting

(a) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(b) Except as otherwise provided by law, by the Articles of Incorporation, or these bylaws, action approved by a majority of the votes of the Directors present at any meeting of the Board or any committee thereof, at which a quorum is present shall be the act of the Board of Directors or any committee thereof.

(c) Any action authorized in writing made prior or subsequent to such action, by all of the Directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors, or any committee thereof, and have the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board or committee for all purposes.

(d) Where appropriate communications facilities are reasonably available, any or all directors shall have the right to participate in any Board of Directors meeting, or a committee of the Board of Directors meeting, by means of conference telephone or any means of communications by which all persons participating in the meeting are able to hear each other.

Section 8- Vacancies

(a) Unless otherwise provided for by the Articles of Incorporation of the Corporation, any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal or inability to act of any director, or other cause, shall be filled by an affirmative vote of a majority of the remaining directors, though less than a quorum of the Board or by a sole remaining Director, at any regular meeting or special meeting of the Board of Directors called for that purpose except whenever the stockholders of any class or classes or series thereof are entitled to elect one or more Directors by the Certificate of Incorporation of the Corporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the Directors elected by such class or classes or series thereof then in office, or by a sole remaining Director so elected.

Section 9- Resignation

A Director may resign at any time by giving written notice of such resignation to the Corporation.

Section 10- Removal

Unless otherwise provided for by the Articles of Incorporation, one or more or all the Directors of the Corporation may be removed with or without cause at any time by a vote of two-thirds of the stockholders entitled to vote thereon, at a special meeting of the stockholders called for that purpose, unless the Articles of Incorporation provide that Directors may only be removed for cause, provided however, such Director shall not be removed if the Corporation states in its Articles of Incorporation that its Directors shall be elected by cumulative voting and there are a sufficient number of shares cast against his or her removal, which if cumulatively voted at an election of Directors would be sufficient to elect him or her. If a Director was elected by a voting group of stockholders, only the stockholders of that voting group may participate in the vote to remove that Director.

Section 11- Compensation

The Board of Directors may authorize and establish reasonable compensation of the Directors for services to the Corporation as Directors, including, but not limited to attendance at any annual or special meeting of the Board.

Section 12- Committees

Unless otherwise provided for by the Articles of Incorporation of the Corporation, the Board of Directors, may from time to time designate from among its members one or more committees, and alternate members thereof, as they deem desirable, each consisting of one or more members, with such powers and authority (to the extent permitted by law and these Bylaws) as may be provided in such resolution. Unless the Articles of Incorporation or Bylaws state otherwise, the Board of Directors may appoint natural persons who are not Directors to serve on such committees authorized herein. Each such committee shall serve at the pleasure of the Board and, unless otherwise stated by law, the Certificate of Incorporation of the Corporation or these Bylaws, shall be governed by the rules and regulations stated herein regarding the Board of Directors.

ARTICLE 4 OFFICERS

Section 1- Number, Qualifications, Election and Term of Office

(a) The Corporation's officers shall have such titles and duties as shall be stated in these Bylaws or in a resolution of the Board of Directors which is not inconsistent with these Bylaws. The officers of the Corporation shall consist of a president, secretary and treasurer, and also may have one or more vice presidents, assistant secretaries and assistant treasurers and such other officers as the Board of Directors may from time to time deem advisable. Any officer may hold two or more offices in the Corporation.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of stockholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been duly elected and qualified, subject to earlier termination by his or her death, resignation or removal.

Section 2- Resignation

Any officer may resign at any time by giving written notice of such resignation to the Corporation.

Section 3- Removal

Any officer elected by the Board of Directors may be removed, either with or without cause, and a successor elected by the Board at any time, and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

Section 4- Vacancies

A vacancy, however caused, occurring in the Board and any newly created Directorships resulting from an increase in the authorized number of Directors may be filled by the Board of Directors.

Section 5- Bonds

The Corporation may require any or all of its officers or Agents to post a bond, or otherwise, to the Corporation for the faithful performance of their positions or duties.

Section 6- Compensation

The compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors.

ARTICLE 5 SHARES OF STOCK

Section 1- Certificate of Stock

(a) The shares of the Corporation shall be represented by certificates or shall be uncertified shares.

(b) Certificated shares of the Corporation shall be signed, (either manually or by facsimile), by officers or agents designated by the Corporation for such purposes, and shall certify the number of shares owned by him in the Corporation. Whenever any certificate is countersigned or otherwise authenticated by a transfer agent or transfer clerk, and by a registrar, then a facsimile of the signatures of the officers or agents, the transfer agent or transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. If the corporation uses facsimile signatures of its officers and agents on its stock certificates, it cannot act as registrar of its own stock, but its transfer agent and registrar may be identical if the institution action in those dual capacities countersigns or otherwise authenticates any stock certificates in both capacities. If any officer who has signed or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

(c) If the Corporation issues uncertified shares as provided for in these Bylaws, within a reasonable time after the issuance or transfer of such uncertified shares, and at least annually thereafter, the Corporation shall send the stockholder a written statement certifying the number of shares owned by such stockholder in the Corporation.

(d) Except as otherwise provided by law, the rights and obligation of the holders of uncertified shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

Section 2- Lost or Destroyed Certificates

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates therefore issued by the Corporation alleged to have been lost, stolen or destroyed if the owner:

- (a) so requests before the Corporation has notice that the shares have been acquired by a bona fide purchaser,
- (b) files with the Corporation a sufficient indemnity bond; and
- (c) satisfies such other requirements, including evidence of such loss, theft or destruction, as may be imposed by the Corporation.

Section 3- Transfers of shares

(a) Transfers or registration of transfers of shares of the Corporation shall be made of the stock transfer books of the Corporation by the registered holder thereof, or by his attorney duly authorized by a written power of attorney; and in the case of shares represented by certificates, only after the surrender to the Corporation of the certificates representing such shares with such shares properly endorsed, with such evidence of the authenticity of such endorsement, transfer, authorization and other matters as the Corporation may reasonably require, and the payment of all stock transfer taxes due thereon.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4- Record Date

(a) The Board of Directors may fix, in advance, which shall not be more than sixty days before the meeting or action requiring a determination of stockholders, as the record date for the determination of stockholders entitled to receive notice of, or to vote at, any meeting of stockholders, or to consent to any proposal without a meeting, or for the purpose of determining stockholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for stockholders entitled to notice of meeting shall be at the close of business on the day preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held, or if notice is waived, at the close of business on the day before the day on which the meeting is held.

(b) the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted for stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights of stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action.

(c) A determination of stockholders entitled to notice of or to vote at a stockholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 5- Fractions of Shares/Scrip

The Board of Directors may authorize the issuance of certificates or payment of money for fractions of a share, either represented by a certificate or uncertificated, which shall entitle the holder to exercise voting rights, receive dividends and participate in any assets of the Corporation in the event of liquidation, in proportion to the fractional holdings; or it may authorize the payment in case of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the manual or facsimile signature of an officer or agent of the Corporation or its agent for that purpose, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of stockholder, except as therein provided. The scrip may contain any provisions or conditions that the Corporation deems advisable. If a scrip ceases to be exchangeable for full share certificates, the shares that would otherwise have been issuable as provided on the scrip are deemed to be treasury shares unless the scrip contains other provisions for their disposition.

ARTICLE 6
DIVIDENDS

(a) Dividends may not be made if, after giving effect to such distribution, the Corporation would not be able to pay its debts as they become due in the usual course of business, or, except as specifically allowed in the articles of incorporation, the Corporation's total assets would be less than the sum of its total liabilities plus the amount that would be needed at the time of a liquidation to satisfy the preferential rights of preferred stockholders.

(b) Shares of one class or series may not be issued as a share dividend to stockholders of another class or series unless:

- (i) so authorized by the Articles of Incorporation;
- (ii) a majority of the stockholders of the class or series to be issued approve the issue; or
- (iii) there are no outstanding shares of the class or series of shares that are authorized to be issued.

ARTICLE 7
FISCAL YEAR

The fiscal year of the Corporation shall be fixed, and shall be subject to change by the Board of Directors from time to time, subject to applicable law.

ARTICLE 8
CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be prescribed and altered, from time to time, by the Board of Directors. The use of a seal or stamp by the Corporation on corporate documents is not necessary and the lack thereof shall not in any way affect the legality of a corporate document.

ARTICLE 9
AMENDMENTS

Section 1- By Stockholders

All Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be made, by a majority vote of the stockholders at the time entitled to vote in the election of Directors even though these Bylaws may also be altered, amended or repealed by the Board of Directors.

Section 2- By Directors

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, Bylaws of the Corporation.

ARTICLE 10
WAIVER OF NOTICE

Whenever any notice is required to be given by law, the Articles of Incorporation or these Bylaws, a written waiver signed by the person or persons entitled to such notice, whether before or after the meeting by any person, shall constitute a waiver of notice of such meeting.

ARTICLE 11

No contract or transaction shall be void or voidable if such contract or transaction is between the corporation and one or more of its Directors or Officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers, are directors or officers, or have a financial interest, when such Director or Officer is present at or participates in the meeting of the Board, or the

committee of the stockholders which authorizes the contract or transaction or his, her or their votes are counted for such purpose, if:

(a) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee and are noted in the minutes of such meeting, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum, or

(b) the material facts as to his, her or their relationship or relationships or interest or interests and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee of the stockholder; or

(d) the fact of the common directorship, office or financial interest is not disclosed or known to the Director or Officer at the time the transaction is brought before the Board of Directors of the Corporation for such action.

Such interested Directors may be counted when determining the presence of a quorum at the Board of Directors or committee meeting authorizing the contract or transaction.

ARTICLE 12

ANNUAL LIST OF OFFICERS, DIRECTORS, AND REGISTERED AGENTS

The Corporation shall, within sixty days after the filing of its Articles of Incorporation with the Secretary of State, and annually thereafter on or before the last day of the month in which the anniversary date of incorporation occurs each year, file with the Secretary of State a list of its president, secretary and treasurer and all of its Directors, along with the post office box or street address, either residence or business, and a designation of its resident agent in the state of Nevada. Such list shall be certified by an officer of the Corporation.