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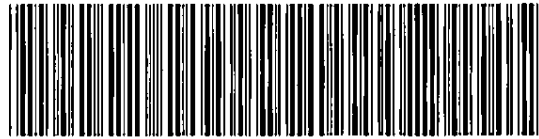
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ACCOUNT NO. : I20000000195

REFERENCE : 110566 4305738

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : March 9, 2018

ORDER TIME : 2:24 PM

ORDER NO. : 110566-005

CUSTOMER NO: 4305738

ARTICLES OF MERGER

DECORA MARKETPLACE INC

INTO

DMI ACQUISITIONS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Emily Croft

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
OF
DECORA MARKETPLACE INC
WITH AND INTO
DMI ACQUISITIONS, INC.

2018 MAR -9 PM 4:20

Pursuant to Section 607.1109 of the Florida Business Corporations Act, the Articles of Merger of Decora Marketplace Inc, a Florida corporation ("Decora"), with and into DMI Acquisitions, Inc., a Florida corporation ("DMI"), provide as follows:

1. Plan of Merger. The Plan of Merger (the "Plan") by which Decora shall be merged with and into DMI, with DMI being the surviving entity in the merger, is attached hereto as Exhibit A and made a part hereof.

2. Action Taken by Merging Entities.

(a) Decora. The Plan was approved and adopted by the joint written consent of the Board of Directors and Shareholders of Decora, dated March 9, 2018, in accordance with the applicable provisions of the Florida Business Corporations Act.

(b) DMI. The Plan was approved and adopted by the joint written consent of the Board of Directors and sole Shareholder of DMI, dated March 9, 2018, in accordance with the applicable provisions of the Florida Business Corporations Act.

3. Effective Time and Date. The effective time and date of the Certificate of Merger issued with respect to these Articles shall be at 12:01 A.M. on March 9, 2018.

WITNESS the following signatures as of this 9th day of March, 2018.

Decora Marketplace Inc.
a Florida corporation

By: _____

Rodrigo Griesi

Its: President

DMI ACQUISITIONS, INC.,
a Florida corporation

By: _____

Myles Peacock

Its: Chief Executive Officer

PLAN OF MERGER
OF
DMI ACQUISITIONS, INC.
(a Florida corporation)
WITH AND INTO
DECORA MARKETPLACE INC.
(a Florida corporation)

THIS PLAN OF MERGER (the "Plan") dated as of March 9, 2018, pursuant to Section 607.1109 of the Florida Business Corporations Act, between DMI Acquisitions, Inc., a Florida corporation ("DMI"), and Decora Marketplace Inc., a Florida corporation ("Decora") (together, the "Constituent Entities"), provides:

WHEREAS, DMI and Decora are both stock corporations organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, the sole Shareholder and the Board of Directors of DMI, and the Shareholders and the Board of Directors of Decora have determined it is in the best interests of DMI and Decora for Decora to be merged with and into DMI; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth below, and subject to the conditions herein set forth, the Constituent Entities (as defined below) agree as follows:

ARTICLE I
THE MERGER

1.1 Constituent Entities. The names of the Constituent Entities are DMI Acquisitions, Inc., a Florida corporation, and Decora Marketplace Inc., a Florida corporation.

1.2 Surviving Entity. Decora shall be merged with and into DMI (such act being referred to herein as the "Merger"). DMI shall be the Surviving Entity (the "Surviving Entity"), and the Surviving Entity shall be a stock corporation incorporated and governed by the laws of the State of Florida. The name of the Surviving Entity shall be Decora Marketplace Inc.

1.3 Effect of Merger. Upon the Merger Date, the effect of the Merger shall be as provided in the applicable provisions of the laws of the State of Florida. Without limiting the generality of the foregoing, and subject thereto, upon the Merger Date:

(a) The separate legal existence of Decora shall cease, and the Surviving Entity shall possess all the rights, privileges, powers and franchises of a public as well as a private nature, and shall be subject to all of the restrictions, disabilities and duties of Decora; and

(b) All property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Entity as they were of Decora and the title to any real estate vested by deed or otherwise in Decora shall not revert or be in any way impaired; provided, that all rights of creditors and all liens upon any property of Decora shall be preserved unimpaired, and all debts, liabilities and duties of Decora shall upon the Merger Date attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Supplemental Action. If, at any time after the Merger Date, the Surviving Entity shall determine that any further conveyances, agreements, documents, instruments and assurances or any further actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Entity the title to any property, rights, privileges, powers and franchises of Decora or otherwise to carry out the provisions of this Plan, the President of Decora shall execute or cause to be executed and shall deliver, upon the request of the Surviving Entity, any and all proper conveyances, agreements, documents, instruments and assurances, and perform all necessary or proper acts, to vest, perfect, confirm or record such title thereto in the Surviving Entity or otherwise to carry out the provisions of this Plan.

1.5 Articles of Incorporation and Bylaws. The Articles of Incorporation of DMI as of the Merger Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Entity. The Bylaws of DMI as of the Merger Date shall continue in full force and effect as the Bylaws of the Surviving Entity.

1.6 Officers and Directors. The officers and Directors of DMI serving as of the Merger Date shall continue to serve as the officers and directors of the Surviving Entity, and such officers and directors shall hold such positions until the next annual shareholder and Board of Directors meetings of the Surviving Entity, or until their successors are elected and qualified. If on the Merger Date any vacancies shall exist with respect to the officer or director positions of the Surviving Entity, each vacancy shall be filled in the manner prescribed by the laws of the State of Florida and the Surviving Entity's Articles of Incorporation and Bylaws.

ARTICLE II TERMS OF MERGER

2.1 Decora Capital Stock. Each share of the Common Stock outstanding immediately prior to the Merger Date shall be automatically cancelled.

2.2 DMI Capital Stock. Each share of the Common Stock of DMI outstanding immediately prior to the Merger shall be unchanged by the Merger and shall remain outstanding after the Merger Date.

ARTICLE III GENERAL

3.1 Merger Date. The effective time and date of the Merger shall be
12:01 A.M. on March 9, 2018 (the "Merger Date").

3.2 Action Effecting Merger.

(a) This Plan has been submitted to the Board of Directors and sole Shareholder of DMI, and the Board of Directors and Shareholders of Decora for approval in the manner provided by the applicable laws of the State of Florida, in the form of unanimous written consents in lieu of meetings.

(b) Upon the due approval and adoption of the Plan by the Constituent Entities, the Chief Executive Officer of DMI, and the President of Decora are authorized and directed to take all actions necessary or desirable in effecting the Merger, including, but not limited to, the filing of Articles of Merger with the Florida Secretary of State.

3.3 Other Agreements. This Plan shall supersede any other prior agreements, whether written or oral, that may have been made or entered into by either of the Constituent Entities, or any of their Directors or officers, as the case may be, relating to the Merger of the Constituent Entities concerning the subject matter of this Plan. Nothing set forth herein is intended, or shall be construed, to confer upon or give any individual or any corporation, limited liability company or other entity, other than the Constituent Entities and the creditors of Decora, any rights or remedies under or by reason hereof.

3.4 Amendment of Plan. The President of Decora and the Chief Executive Officer of DMI may amend this Plan at any time prior to the Merger becoming effective. Any amendment to this Plan subsequent to appropriate approval may not change:

(a) The amount or kind of shares or other securities, eligible interests, obligations, rights to acquire shares, other securities or eligible interests, cash or other property to be received under this Plan by any shareholder of the Constituent Entities;

(b) The Articles of Incorporation of the Surviving Entity, except for changes permitted by Florida Business Corporations Act; or

(c) Any of the other terms or conditions of this Plan if the change would adversely affect the owners of the Constituent Entities in any material respect.

3.5 Counterparts. This Plan may be executed in any number of counterparts, and all such counterparts and copies shall be and constitute an original document.

[SIGNATURE PAGE FOLLOWS]

WITNESS the following signatures certify that this Agreement and Plan of Merger was duly approved and adopted by the joint written consent of the Board of Directors and Shareholders of each of the Constituent Entities, and that such adoption satisfies the conditions set forth in Florida Business Corporations Act, as amended.

DMI ACQUISITIONS, INC

By: _____

Myles Peacock

Its: Chief Executive Officer

DECORA MARKETPLACE INC

By: _____

Rodrigo Griesi

Its: President