

# NUZEE, INC.

## **FORM S-1** (Securities Registration Statement)

Filed 09/06/11

Address	2865 SCOTT STREET SUITE 101 VISTA, CA, 92081
Telephone	858-385-9090
CIK	0001527613
Symbol	NUZE
SIC Code	5900 - Retail-Miscellaneous Retail
Industry	Home Furnishings Retailers
Sector	Consumer Cyclical
Fiscal Year	09/30

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM S-1**  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

**HAVANA FURNISHINGS INC.**  
(Name of small business issuer in its charter)

**Nevada** **5900**  
(State or Other Jurisdiction of Organization) (Primary Standard Industrial Classification Code)

**Edificio Ultramar Plaza.**  
**Apt. #4A 47th Street**  
**Panama City, Panama**  
**(507) 269-1315**  
(Address and telephone number of registrant's  
executive office)

**National Registered Agents Inc. of NV**  
**1000 East Williams Street, Suite 204**  
**Carson City, Nevada 89701**  
**(800) 550-6724**  
(Name, address and telephone  
number of agent for service)

**Copies to:**

**SD Mitchell & Associates, PLC**  
**1410 Washington Drive**  
**Stafford, Virginia 22554**  
**(248) 515-6035**

**APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:** As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on the Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box: [ X ]

If this Form is filed to register additional common stock for an offering under Rule 462(b) of the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed under Rule 462(c) of the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed under Rule 462(d) of the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated filer [ ] Accelerated filer [ ]  
Non-accelerated filer [ ] Smaller reporting company [X]

**CALCULATION OF REGISTRATION FEE**

Securities to be Registered	Amount To Be Registered	Offering Price Per Share [1]	Aggregate Offering Price	Registration Fee [2]
Common Stock:	4,000,000	\$ 0.015	\$ 60,000	\$ 6.97

[1] This amount has been calculated based upon Rule 457 and the amount is only for purposes of determining the registration fee, the actual amount received by a selling shareholder will be based upon fluctuating market prices once the securities are quoted on the OTC Bulletin Board.

[2] Calculated under Section 6(b) of the Securities Act of 1933 as .0001161000 of the aggregate offering price.

**The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.**

REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON DATES AS THE COMMISSION, ACTING UNDER SAID SECTION 8(a), MAY DETERMINE.

**Prospectus**

**HAVANA FURNISHINGS INC.**  
**Shares of Common Stock**  
**2,000,000 Minimum - 4,000,000 Maximum**

There has been no public market for the common stock. In the event that we sell at least the minimum number of shares in this offering, of which there is no assurance, we intend to have the shares of common stock quoted on the Bulletin Board operated by the Financial Industry Regulatory Authority. In order to be listed on the Bulletin Board, we must secure a market maker who will file a Form 211 with FINRA on our behalf, of which there is no assurance that we will ever be able to secure a market maker to perform this task. There is no assurance that the shares will ever be quoted on the Bulletin Board.

This offering will begin on the effective date of this registration statement. That date is set forth below as "The date of this prospectus is \_\_\_\_\_" and will terminate 270 days later on \_\_\_\_\_, 2011, or on the date the maximum number of shares are sold, which ever date is earlier.

We are offering up to a total of 4,000,000 shares of common stock in a direct public offering; 2,000,000 shares minimum, 4,000,000 shares maximum, without any involvement of underwriters or broker-dealers. The offering price is fixed at \$0.015 per share and will remain fixed at \$0.015 per share throughout the offering. Funds from this offering will be placed in a separate bank account at Bank of America, 701 Brickell Avenue, Miami, Florida 33131; the telephone number is 305-347-5007. There is no escrow, trust or similar account in which your subscription will be deposited. The bank account is merely a separate non-interest bearing savings account under our control where we have segregated your funds. As a result, creditors could attach the funds. Only Haisam Hamie, our sole officer and director will have access to the account. You will not have the right to withdraw your funds during the offering. You will only receive your funds back if we do not raise the minimum amount of the offering within 270 days. The funds will be maintained in the separate bank until we receive a minimum of \$30,000 at which time we will remove those funds and use the same as set forth in the Use of Proceeds section of this prospectus. In the event that 2,000,000 shares are not sold within 270 days, all money received by us will be promptly returned to you without a deduction of any kind. We define "promptly" as a period of up to three business days. We will return your funds to you in the form of a cashier's check sent via Federal Express on the 271<sup>st</sup> day. Sold securities are deemed securities which have been paid for with collected funds prior to expiration of 270 days. Collected funds are deemed funds that have been paid by the drawee bank.

There are no minimum purchase requirements.

Our common stock will be sold by Haisam Hamie, our sole officer and director. Mr. Hamie will not receive any commissions or proceeds from the offering for selling shares on our behalf.

**Investing in our common stock involves risks. See "Risk Factors" starting at page 8.**

Our auditors have issued a going concern opinion. We have not generated any revenues and no revenues are anticipated until we complete the development of our website, source out purveyors of services for products to sell and source out clients to buy our services. Accordingly, there is substantial doubt that we can continue as an on-going business for the next twelve months unless we obtain additional capital to pay our bills. We believe the technical aspects of our website will be sufficiently developed to use for our operations 90 days from the completion of our offering. Accordingly, we must raise cash from sources other than operations. Our only other source for cash at this time is investments by others in our company. We must raise cash to implement our project and begin our operations. We will not begin operations until we raise money from this offering.

	Offering Price	Expenses	Proceeds to Us
Per Share - Minimum	\$ 0.015	\$ 0.006	\$ 0.017
Per Share - Maximum	\$ 0.015	\$ 0.003	\$ 0.016
Minimum	\$ 30,000	\$ 15,000	\$ 15,000
Maximum	\$ 60,000	\$ 15,000	\$ 45,000

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. It is illegal to tell you otherwise.**

**Subject to Completion:** The date of this prospectus is \_\_\_\_\_.

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**SUMMARY OF OUR OFFERING****Our business**

We are a start-up (development stage) company. We are a company without revenues or operations. Upon commencing operations, we will develop a website

that will offer to the public restaurant and bar furnishings and accessories from Asia to retail customers in Panama at wholesale prices. We have not generated any revenues as our business is currently not operational and we have not begun to implement our business plan except for the reservation of our domain name (www.havanafurnishings.com) and the development of a business plan.

Our principal executive office is located at 122B Edificio Ultramar Plaza. Apt. #4A 47th Street Panama City, Panama . Our telephone number is (507) 269-1315 and our registered agent for service of process is the National Registered Agents Inc. of NV, located at 1000 East William Street, Suite 204, Carson City, Nevada 89701. Our fiscal year end is July 31.

### The offering

Following is a brief summary of this offering:

Securities being offered	Up to 4,000,000 shares of common stock, par value \$0.00001.
Offering price per share, fixed	\$0.015
Offering period	The shares are being offered for a period not to exceed 270 days.
Net proceeds to us	\$30,000 assuming the minimum number of shares is sold. \$60,000 assuming the maximum number of shares is sold.
Use of proceeds	We will use the proceeds to pay for administrative expenses, the implementation of our business plan, and working capital.
Number of shares outstanding before the offering	4,000,000
Number of shares outstanding after the offering if all of the shares are sold	8,000,000

### Selected financial data

The following audited financial information summarizes the more complete historical financial information derived from our audited financial statements found at the end of this prospectus.

	As of July 31, 2011
<b>Balance Sheet</b>	
Total Assets	\$ 8,000
Total Liabilities	\$ 1,000
Stockholders' Equity	<u>\$ 7,000</u>
<b>Income Statement</b>	
Revenue	\$ -
Total Expenses	\$ 8,000
Net Income (Loss)	<u>\$ 8,000</u>

### Blank Check Issue

We are not a blank check corporation. Section 7(b)(3) of the Securities Act of 1933, as amended defines the term "blank check company" to mean, any development stage company that is issuing a penny stock that, "(A) has no specific plan or purpose, or (B) has indicated that its business plan is to merge with an unidentified company or companies." We have a specific plan and purpose. Our business purpose is to offer unique furniture and accessories from Europe and Asia to retail customers at wholesale prices by ordering online. In Securities Act Release No. 6932 which adopted rules relating to blank check offerings, the Securities and Exchange Commission stated in II DISCUSSION OF THE RULES, A. *Scope of Rule 419*, that, "Rule 419 does not apply to . . . start-up companies with specific business plans . . . even if operations have not commenced at the time of the offering." Further, we have not indicated in any manner whatsoever, that we plan to merge with an unidentified company or companies, nor do we have any plans to merge with an unidentified company or companies.

We have no plans or intentions to be acquired or to merge with an operating company, nor does our stockholder, have plans to enter into a change of control or similar transaction or to change our management.

## **RISK FACTORS**

Please consider the following risk factors before deciding to invest in our common stock.

### **Risks associated with HAVANA FURNISHINGS INC.**

**1. BECAUSE OUR AUDITORS HAVE ISSUED A GOING CONCERN OPINION AND BECAUSE OUR SOLE OFFICER AND DIRECTOR WILL NOT LOAN ANY ADDITIONAL MONEY TO US, WE HAVE TO COMPLETE THIS OFFERING TO COMMENCE OPERATIONS. IF WE DO NOT COMPLETE THIS OFFERING, WE WILL NOT START OUR OPERATIONS.**

Our auditors have issued a going concern opinion. This means that there is doubt that we will be an ongoing business for the next twelve months. As of the date of this prospectus we have not commenced operations. Because our sole officer and director is unwilling to loan or advance any additional capital to us, except to prepare and file reports with the SEC, we will have to complete this offering in order to commence operations.

**2. WE LACK AN OPERATING HISTORY AND HAVE LOSSES THAT WE EXPECT TO CONTINUE INTO THE FUTURE. THERE IS NO ASSURANCE OUR FUTURE OPERATIONS WILL RESULT IN PROFITABLE REVENUES. IF WE CANNOT GENERATE SUFFICIENT REVENUES TO OPERATE PROFITABLY, WE MAY SUSPEND OR CEASE OPERATIONS.**

We were incorporated on July 31, 2011 and we have not started our proposed business operations or realized any revenues. We have no operating history upon which an evaluation of our future success or failure can be made. We have not incurred any losses as of the date of this report. Our ability to achieve and maintain profitability and positive cash flow is dependent upon:

- \* completion of our public offering
- \* establishing our website
- \* our ability to locate purveyors who will provide their services to our clients and to locate properties for resale to our clients
- \* our ability to attract clients who will engage our services
- \* our ability to generate revenues through the sale of our services

Based upon current plans, we expect to incur operating losses in future periods because we will be incurring expenses and not generating revenues. We cannot guarantee that we will be successful in generating revenues in the future. Failure to generate revenues will cause us to suspend or cease operations.

**3. WE DO NOT HAVE ANY CLIENTS AND WE CANNOT GUARANTEE WE WILL EVER HAVE ANY. EVEN IF WE OBTAIN CLIENTS, THERE IS NO ASSURANCE THAT WE WILL MAKE A PROFIT.**

We do not have any clients. Even if we obtain clients, there is no guarantee that we will generate a profit. If we cannot generate a profit, we will have to suspend or cease operations.

**4. WE ARE SOLELY DEPENDENT UPON THE FUNDS TO BE RAISED IN THE FUTURE TO START OUR BUSINESS, THE PROCEEDS OF WHICH MAY BE INSUFFICIENT TO ACHIEVE REVENUES. WE MAY NEED TO OBTAIN ADDITIONAL FINANCING WHICH MAY NOT BE AVAILABLE .**

We have not started our business. We need the proceeds from this offering to start our operations. If the minimum of \$30,000 is raised, this amount will enable us, after paying the expenses of this offering, to begin operations. It will also enable us to initiate development on our website, begin the gathering of information for our database, and initiate the development of our marketing program. We may need additional funds to complete further development of our business plan to achieve a sustainable sales level where ongoing operations can be funded out of revenues. There is no assurance that any additional financing will be available or if available, on terms that will be acceptable to us.

**5. BECAUSE WE ARE SMALL AND HAVE MINIMAL CAPITAL, WE MUST LIMIT MARKETING OF OUR PRODUCTS TO POTENTIAL KNOWN CLIENTS. AS A RESULT, WE MAY NOT BE ABLE TO ATTRACT ENOUGH CLIENTS TO OPERATE PROFITABLY. IF WE DO NOT MAKE A PROFIT, WE MAY HAVE TO SUSPEND OR CEASE OPERATIONS .**

Because we are small and do not have much capital, we must limit marketing our products. The sale of our products via our website is how we will initially generate revenues. Because we will be limiting our marketing activities, we may not be able to attract enough clients to buy our products to operate profitably. If we cannot operate profitably, we may have to suspend or cease operations.

**6. BECAUSE OUR SOLE OFFICER AND DIRECTOR WILL ONLY BE DEVOTING LIMITED TIME TO OUR OPERATIONS, OUR OPERATIONS MAY BE SPORADIC WHICH MAY RESULT IN PERIODIC INTERRUPTIONS OR SUSPENSIONS OF OPERATIONS. THIS ACTIVITY COULD PREVENT US FROM ATTRACTING CLIENTS AND RESULT IN A LACK OF REVENUES THAT MAY CAUSE US TO SUSPEND OR CEASE OPERATIONS.**

Our sole officer and director will only be devoting limited time to our operations. He will be devoting approximately 6 hours per week or 15% of his time to our operations. Because our sole officer and director will only be devoting limited time to our operations, our operations may be sporadic and occur at times which are convenient to our sole officer and director. As a result, operations may be periodically interrupted or suspended which could result in a lack of revenues and a possible cessation of operations.

**7. BECAUSE WE HAVE ONLY ONE OFFICER AND DIRECTOR WHO IS RESPONSIBLE FOR OUR MANAGERIAL AND ORGANIZATIONAL STRUCTURE, IN THE FUTURE, THERE MAY NOT BE EFFECTIVE DISCLOSURE AND ACCOUNTING CONTROLS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS WHICH COULD RESULT IN FINES, PENALTIES AND ASSESSMENTS AGAINST US.**

We have only one officer and director, Mr. Haisam Hamie. He has no formal training in financial accounting and management, however, he is responsible for our managerial and organizational structure which will include assessment and preparation of our disclosure controls and procedures and internal controls over financial reporting under the Sarbanes Oxley Act of 2002. While Mr. Haisam Hamie has no formal training in financial accounting matters, he has been reviewing the

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financial statements that have been prepared by Executive Consulting Services, our bookkeeper, and are included in this prospectus. Executive Consulting Services (ECS) is our bookkeeper and EDGAR filing agent. ECS is not responsible for setting company policies. When our disclosure controls and procedures and internal controls over financial reporting under the Sarbanes Oxley Act of 2002 referred to above are implemented, he will be responsible for the administration of them. If he does not have sufficient expertise, he may be incapable of creating and implementing the controls which may subject us to sanctions and fines by the SEC which ultimately could cause you to lose your investment. However, because of the small size of our expected operations, we believe that Mr. Hamie will be able to monitor the controls he will have created and will be accurate in assembling and providing information to investors.

**8. IF HAISAM HAMIE, OUR PRESIDENT AND SOLE DIRECTOR, SHOULD RESIGN OR DIE, WE WILL NOT HAVE A CHIEF EXECUTIVE OFFICER WHICH COULD RESULT IN OUR OPERATIONS BEING SUSPENDED OR CEASING ENTIRELY. IF THAT SHOULD OCCUR, YOU COULD LOSE YOUR INVESTMENT.**

Haisam Hamie is our sole officer and director. We are extremely dependent upon him to conduct our operations. If he should resign or die we will not have a chief executive officer. If that should occur, until we find another person to act as our chief executive officer, our operations could be suspended. In that event it is possible you could lose your entire investment.

**9. A PERMANENT LOSS OF DATA OR A PERMANENT LOSS OF SERVICE ON THE INTERNET WILL HAVE AN ADVERSE EFFECT ON OUR OPERATIONS AND WILL CAUSE US TO CEASE DOING BUSINESS.**

Our operations depend entirely on the Internet. If we permanently lose data or permanently lose Internet service for any reason, be it technical failure or criminal acts, we will have to cease operations and you will lose your investment.

**10. WE DO NOT MAINTAIN ANY INSURANCE AND DO NOT INTEND TO MAINTAIN INSURANCE IN THE FUTURE. BECAUSE WE DO NOT HAVE ANY INSURANCE, IF WE ARE MADE A PARTY OF A PRODUCTS LIABILITY ACTION, WE MAY NOT HAVE SUFFICIENT FUNDS TO DEFEND THE LITIGATION.**

We do not maintain any insurance and do not intend to maintain insurance in the future. Because we do not have any insurance, if we are made a party of a products liability action, we may not have sufficient funds to defend the litigation. If that occurs a judgment could be rendered against us, which could cause us to cease operations. If that happens, you will lose your investment.

**RISKS ASSOCIATED WITH THIS OFFERING:**

**11. BECAUSE WE DO NOT HAVE AN ESCROW OR TRUST ACCOUNT FOR YOUR SUBSCRIPTION, IF WE FILE FOR BANKRUPTCY PROTECTION OR ARE FORCED INTO BANKRUPTCY, OR A CREDITOR OBTAINS A JUDGMENT AGAINST US AND ATTACHES THE SUBSCRIPTION OR OUR SOLE OFFICER AND DIRECTOR MISAPPROPRIATES THE FUNDS FOR HIS OWN USE, YOU WILL LOSE YOUR INVESTMENT.**

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Your funds will not be placed in an escrow or trust account. Accordingly, if we file for bankruptcy protection or a petition for involuntary bankruptcy is filed by creditors against us, your funds will become part of the bankruptcy estate and administered according to the bankruptcy laws. If a creditor sues us and obtains a judgment against us, the creditor could garnish the bank account and take possession of the subscriptions. As such, it is possible that a creditor could attach your subscription which could preclude or delay the return of money to you. Further, our sole officer and director will have the power to appropriate the money we raise. As such, he could withdraw the funds without your knowledge for his own use. If that happens, you will lose your investment.

**12. BECAUSE THERE IS NO PUBLIC TRADING MARKET FOR OUR COMMON STOCK, YOU MAY NOT BE ABLE TO RESELL YOUR STOCK .**

There is currently no public trading market for our common stock. Therefore there is no central place, such as stock exchange or electronic trading system, to resell your shares. Our company has not applied for its common stock to be quoted on any exchange or electronic trading system and may never do so. If you do want to resell your shares, you will have to locate a buyer and negotiate your own sale.

**13. BECAUSE WE MAY ISSUE ADDITIONAL SHARES OF COMMON STOCK, YOUR INVESTMENT COULD BE SUBJECT TO SUBSTANTIAL DILUTION.**

We anticipate that any additional funding will be in the form of equity financing from the sale of our common stock. In the future, if we sell more common stock, your investment could be subject to dilution. Dilution is the difference between what you pay for your stock and the net tangible book value per share immediately after the additional shares are sold by us.

**14. BECAUSE THE SEC IMPOSES ADDITIONAL SALES PRACTICE REQUIREMENTS ON BROKERS WHO DEAL IN SHARES THAT ARE PENNY STOCKS, SOME BROKERS MAY BE UNWILLING TO TRADE THEM. THIS MEANS THAT YOU MAY HAVE DIFFICULTY RESELLING YOUR SHARES AND THIS MAY CAUSE THE PRICE OF THE SHARES TO DECLINE.**

Our shares would be classified as penny stocks and are covered by Section 15(g) of the Securities Exchange Act of 1934 and the rules promulgated thereunder which impose additional sales practice requirements on broker/dealers who sell our securities in this offering or in the aftermarket. For sales of our securities, the broker/dealer must make a special suitability determination and receive from you a written agreement prior to making a sale for you. Because of the imposition of the foregoing additional sales practices, it is possible that brokers will not want to make a market in our shares. This could prevent you from reselling your shares and may cause the price of the shares to decline.

**USE OF PROCEEDS**

Our offering is being made on a self-underwritten \$30,000 minimum, \$60,000 maximum basis. The table below sets forth the use of proceeds if \$30,000, \$45,000 or \$60,000 of the offering is sold.

	<b>\$30,000</b>		<b>\$45,000</b>		<b>\$60,000</b>
Gross proceeds	\$ 30,000	\$	45,000	\$	60,000
Offering expenses	\$ 15,000	\$	15,000	\$	15,000
Net proceeds	\$ 15,000	\$	30,000	\$	45,000

The net proceeds will be used as follows:

Legal and Professional fees	\$ 5,000	\$	5,000	\$	5,000
Website development	\$ 5,000	\$	5,000	\$	7,000
Database	\$ 2,000	\$	2,500	\$	5,000
Marketing and advertising	\$ 2,000	\$	5,000	\$	5,000
Establishing an office	\$ 1,000	\$	2,500	\$	3,000
Salaries	\$ 0	\$	0	\$	10,000
Working capital	\$ 0	\$	10,000	\$	10,000

Total offering expenses to be paid from the proceeds of the offering are \$3,000 for legal fees; \$5,000 for accounting/administrative fees; \$5,000 on consulting fees; \$1,992 for our transfer agent; and \$8 for our SEC filing fee. The foregoing are approximations of fees for us to remain in compliance with our reporting requirements for the next twelve months. Legal fees are for the review of our periodic reports; accounting fees are estimated for three reviews of our financial statements and an audit. Consulting fees are for a consultant to prepare our periodic reports and advise us on compliance matters and the transfer agent fees consist of establishing initial set-up fees and the printing of the corporate share certificates.

We will be able to begin operations with the minimum funds described above. By raising additional amounts, we will have the ability to develop a more sophisticated website; a stronger marketing and advertising campaign; and, provide for additional working capital.

We will spend between \$5,000 and \$7,000 for the preparation of our website which includes the cost of content creation and links to and from our website. The more funds that are able to be allocated to the creation of our website will provide for a more sophisticated site with additional tabs, pages and enhanced features. Additionally, more funds will allow for regular updates to be done by our hosting provider.

We intend to develop and maintain a database of suppliers and customers. The estimated cost to develop and maintain the database is between \$2,000 and \$5,000.

Marketing and advertising will be focused on promoting our products to the public. We also intend to print sales material for distribution in newspapers and magazines. The cost of developing the campaign is estimated to cost between \$2,000 and \$5,000. If we raise the minimum, we will plan to concentrate more on advertising through newspapers, flyers, and other physical printed mediums. We will allocate more funds to online advertising as well as printed material if the maximum dollar amount is raised in the offering. See "Marketing" subsection of the Business section for a detailed description of our marketing and advertising outline.

We intend to use the president's home initially as our office on a rent free basis. If we raise only the minimum, we will purchase a computer and set up communication lines in Mr. Hamies' home to facilitate sales from his home office. If we raise the maximum in our offering we will establish an outside physical office.

Working capital is the cost related to operating our office. It is comprised of expenses for rent, telephone service, mail, stationary, accounting, acquisition of office equipment and supplies, expenses of filing reports with the SEC, travel, and general working capital.

**DETERMINATION OF OFFERING PRICE**

The price of the shares we are offering was arbitrarily determined in order for us to raise up to a total of \$60,000 in this offering. The offering price bears no relationship whatsoever to our assets, earnings, book value or other criteria of value. Among the factors considered were:

- \* our lack of operating history
- \* the proceeds to be raised by the offering
- \* the amount of capital to be contributed by purchasers in this offering in proportion to the amount of stock to be retained by our existing stockholder, and
- \* our relative cash requirements.



## DILUTION OF THE PRICE YOU PAY FOR YOUR SHARES

Dilution represents the difference between the offering price and the net tangible book value per share immediately after completion of this offering. Net tangible book value is the amount that results from subtracting total liabilities and intangible assets from total assets. Dilution arises mainly as a result of our arbitrary determination of the offering price of the shares being offered. Dilution of the value of the shares you purchase is also a result of the lower book value of the shares held by our existing stockholder.

As of July 31, 2011 the net tangible book value of our shares of common stock was \$15,000 or approximately \$0.004 per share based upon 4,000,000 shares outstanding.

### If 4,000,000 (100%) of the Shares Are Sold:

Upon completion of this offering, in the event all of the shares are sold, the net tangible book value of the 8,000,000 shares (4,000,000 shares outstanding prior to this offering plus 4,000,000 shares from this offering) to be outstanding will be \$60,000 (current net tangible book value of \$15,000 plus the net proceeds from this offering of \$45,000) or approximately \$0.008 per share. The net tangible book value of the shares held by our existing stockholder will be increased by \$0.004 per share from \$0.004 per share without any additional investment on his part. You will incur an immediate dilution from \$0.015 per share to \$0.008 per share.

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After completion of this offering, if 4,000,000 shares are sold, you will own approximately 50.00% of the total number of shares then outstanding for which you will have made cash investment of \$60,000, or \$0.015 per share. Our existing stockholder will own approximately 50.00% of the total number of shares then outstanding, for which he has made contributions of cash totaling \$15,000 or approximately \$0.004 per share.

### If 3,000,000 Shares Are Sold:

Upon completion of this offering, in the event 3,000,000 shares are sold, the net tangible book value of the 7,000,000 shares (4,000,000 shares outstanding prior to this offering plus 3,000,000 shares from this offering) to be outstanding will be \$45,000 (current net tangible book value of \$15,000 plus the net proceeds from this offering of \$30,000), or approximately \$0.015 per share. The net tangible book value of the shares held by our existing stockholder will be increased by \$0.011 per share from \$0.004 per share without any additional investment on his part. You will not incur any dilution if this happens.

After completion of this offering, if 3,000,000 shares are sold, you will own approximately 42.86% of the total number of shares then outstanding for which you will have made cash investment of \$45,000, or \$0.015 per share. Our existing stockholder will own approximately 57.14% of the total number of shares then outstanding, for which he has made contributions of cash totaling \$15,000 or approximately \$0.004 per share.

### If the Minimum Number of the Shares Are Sold:

Upon completion of this offering, in the event 2,000,000 shares are sold, the net tangible book value of the 6,000,000 shares (4,000,000 shares outstanding prior to this offering plus 2,000,000 shares from this offering) to be outstanding will be \$30,000 (current net tangible book value of \$15,000 plus the net proceeds from this offering of \$15,000), or approximately \$0.005 per share. The net tangible book value of the shares held by our existing stockholder will increase by \$0.001 per share. You will incur an immediate dilution from \$0.015 per share to \$0.005 per share.

After completion of this offering, if 2,000,000 shares are sold, you will own approximately 33.33% of the total number of shares then outstanding for which you will have made cash investment of \$30,000, or \$0.015 per share. Our existing stockholder will own approximately 66.66% of the total number of shares then outstanding, for which he has made contributions of cash totaling \$15,000 or approximately \$0.004 per share.

The following table compares the differences of your investment in our shares with the investment of our existing stockholder.

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### Existing Stockholder if all of the Shares are Sold:

Price per share	\$	0.004
Net tangible book value per share before offering	\$	0.004
Net tangible book value per share after offering	\$	0.008
Increase to present stockholder in net tangible book value per share after offering	\$	0.001
Capital contributions	\$	15,000
Number of shares outstanding before the offering		4,000,000
Number of shares after offering assuming the sale of the maximum number of shares		8,000,000
Percentage of ownership after offering		50.00%

### Purchasers of Shares in this Offering if all Shares Sold

Price per share	\$	0.015
Dilution per share	\$	0.008
Capital contributions	\$	60,000
Number of shares after offering held by public investors		4,000,000
Percentage of capital contributions by existing stockholder		20%
Percentage of capital contributions by new investors		80%
Percentage of ownership after offering		50.00%

### Purchasers of Shares in this Offering if 75% of Shares Sold

Price per share	\$	0.015
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Dilution per share	\$	0
Capital contributions	\$	45,000
Number of shares after offering held by public investors		3,000,000
Percentage of capital contributions by existing stockholder		25%
Percentage of capital contributions by new investors		75%
Percentage of ownership after offering		42.86%

#### **Purchasers of Shares in this Offering if 50% of Shares Sold**

Price per share	\$	0.015
Dilution per share	\$	0.005
Capital contributions	\$	30,000
Percentage of capital contributions by existing stockholder		40%
Percentage of capital contributions by new investors		60%
Number of shares after offering held by public investors		2,000,000
Percentage of ownership after offering		33.33%

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### ***PLAN OF DISTRIBUTION; TERMS OF THE OFFERING***

We are offering 4,000,000 shares of common stock on a self-underwritten basis, 2,000,000 shares minimum, and 4,000,000 shares maximum basis. The offering price is fixed at \$0.015 per share and will remain fixed at \$0.015 throughout the offering. Funds from this offering will be placed in a separate bank account at Bank of America, 701 Brickell Avenue, Miami, Florida 33131; the telephone number is 305-347-5007. The funds will be maintained in the separate bank account until we receive a minimum of \$30,000 at which time we will remove those funds and use the same as set forth in the Use of Proceeds section of this prospectus. This account is not an escrow, trust or similar account. It is merely a separate non-interest bearing savings account under our control where we have segregated your funds. Your subscription will only be deposited in a separate bank account under our name. As a result, if we are sued for any reason and a judgment is rendered against us, your subscription could be seized in a garnishment proceeding and you could lose your investment, even if we fail to raise the minimum amount in this offering. Further, if we file a voluntary bankruptcy petition or our creditors file an involuntary bankruptcy petition, our assets will be seized by the bankruptcy trustee, including your subscription, and used to pay our creditors. If that happens, you will lose your investment, even if we fail to raise the minimum amount in this offering. As a result, there is no assurance that your funds will be returned to you if the minimum offering is not reached. Any funds received by us thereafter will immediately be used by us.

If we do not receive the minimum amount of \$30,000 within 270 days of the effective date of our registration statement, all funds will be promptly returned to you without interest and without a deduction of any kind. We will return your funds to you in the form of a cashier's check sent Federal Express on the 271<sup>st</sup> day. During the 270 day period, no funds will be returned to you. You will only receive a refund of your subscription if we do not raise a minimum of \$30,000 within the 270 day period referred to above. There are no finders involved in our distribution. Officers, directors, affiliates or anyone involved in marketing the shares will not be allowed to purchase shares in the offering. You will not have the right to withdraw your funds during the offering. You will only have the right to have your funds returned if we do not raise the minimum amount of the offering or there would be a change in the material terms of the offering. The following are material terms that would allow you to be entitled to a refund of your money:

- \* extension of the offering period beyond 270 days;
- \* an extension of the date by which we must sell the minimum number of shares;
- \* change in the use of proceeds;
- \* change in the offering price;
- \* change in the minimum sales requirement;
- \* change to allow sales to affiliates in order to meet the minimum sales requirement;
- \* change in the amount of proceeds necessary to release the proceeds held in the separate bank account.

If any of the foregoing events occur, we will file a post-effective amendment to this registration statement, including updated disclosure and financial statements where necessary, and we will return at least contemporaneously with the filing of the post-effective amendment, all investor proceeds. We do not, however, plan on changing any of the aforementioned material terms of this offering.

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We will sell the shares in this offering through Haisam Hamie, our sole officer and director. He will receive no commission from the sale of any shares. He will not register as a broker-dealer under section 15 of the Securities Exchange Act of 1934 in reliance upon Rule 3a4-1. Rule 3a4-1 sets forth those conditions under which a person associated with an issuer may participate in the offering of the issuer's securities and not be deemed to be a broker/dealer. The conditions are that:

1. The person is not statutorily disqualified, as that term is defined in Section 3(a)(39) of the Act, at the time of his participation; and,
2. The person is not compensated in connection with his participation by the payment of commissions or other remuneration based either directly or indirectly on transactions in securities;
3. The person is not at the time of their participation, an associated person of a broker/dealer; and,
4. The person meets the conditions of Paragraph (a)(4)(ii) of Rule 3a4-1 of the Exchange Act, in that he (A) primarily performs, or is intended primarily to perform at the end of the offering, substantial duties for or on behalf of the Issuer otherwise than in connection with transactions in securities; and (B) is not a broker or dealer, or an associated person of a broker or dealer, within the preceding twelve (12) months; and (C) do not participate in selling and offering of securities for any Issuer more than once every twelve (12) months other than in reliance on Paragraphs (a)(4)(i) or (a)(4)(iii).

Haisam Hamie is not statutorily disqualified, is not being compensated, and is not associated with a broker/dealer. He is and will continue to be our sole officer and director at the end of the offering and has not been during the last twelve months and are currently not a broker/dealer or associated with a broker/dealer. He will not participate in selling and offering securities for any issuer more than once every twelve months.

Only after our registration statement is declared effective by the SEC, do we intend to advertise, through tombstones, and hold investment meetings in various states where the offering will be registered. We will not utilize the Internet to advertise our offering. Mr. Hamie will also distribute the prospectus to potential investors at the meetings, to business associates and to his friends and relatives who are interested in us and a possible investment in the offering. No shares purchased in this offering will be subject to any kind of lock-up agreement.

Management and affiliates thereof will not purchase shares in this offering to reach the minimum.

We intend to sell the shares in this offering outside the United States to non-US residents. No shares of our common stock offered in this offering will be sold inside the United States of America.

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### **Section 15(g) of the Exchange Act**

Our shares are covered by Section 15(g) of the Securities Exchange Act of 1934, as amended, and Rules 15g-1 through 15g-6 and Rule 15g-9 promulgated thereunder. They impose additional sales practice requirements on broker/dealers who sell our securities to persons other than established customers and accredited investors (generally institutions with assets in excess of \$5,000,000 or individuals with net worth in excess of \$3,000,000 or annual income exceeding \$200,000 or \$300,000 jointly with their spouses). While Section 15(g) and Rules 15g-1 through 15g-6 apply to brokers-dealers, they do not apply to us.

Rule 15g-1 exempts a number of specific transactions from the scope of the penny stock rules.

Rule 15g-2 declares unlawful broker/dealer transactions in penny stocks unless the broker/dealer has first provided to the customer a standardized disclosure document.

Rule 15g-3 provides that it is unlawful for a broker/dealer to engage in a penny stock transaction unless the broker/dealer first discloses and subsequently confirms to the customer current quotation prices or similar market information concerning the penny stock in question.

Rule 15g-4 prohibits broker/dealers from completing penny stock transactions for a customer unless the broker/dealer first discloses to the customer the amount of compensation or other remuneration received as a result of the penny stock transaction.

Rule 15g-5 requires that a broker/dealer executing a penny stock transaction, other than one exempt under Rule 15g-1, disclose to its customer, at the time of or prior to the transaction, information about the sales persons compensation.

Rule 15g-6 requires broker/dealers selling penny stocks to provide their customers with monthly account statements.

Rule 15g-9 requires broker/dealers to approve the transaction for the customer's account; obtain a written agreement from the customer setting forth the identity and quantity of the stock being purchased; obtain from the customer information regarding his investment experience; make a determination that the investment is suitable for the investor; deliver to the customer a written statement for the basis for the suitability determination; notify the customer of his rights and remedies in cases of fraud in penny stock transactions; and, the FINRA's toll free telephone number and the central number of the North American Administrators Association, for information on the disciplinary history of broker/dealers and their associated persons. The application of the penny stock rules may affect your ability to resell your shares.

### **Regulation M**

We are subject to Regulation M of the Securities Exchange Act of 1934. Regulation M governs activities of underwriters, issuers, selling security holders, and others in connection with offerings of securities. Regulation M prohibits distribution participants and their affiliated purchasers from bidding for or purchasing or attempting to induce any person to bid for or purchase the securities being distributed.

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### **Offering Period and Expiration Date**

This offering will start on the date of this prospectus and continue for a period of up to 270 days.

### **Procedures for Subscribing**

If you decide to subscribe for any shares in this offering, you must

1. execute and deliver a subscription agreement
2. deliver a check or certified funds to us for acceptance or rejection.

All checks for subscriptions must be made payable to HAVANA FURNISHINGS INC.

### **Right to Reject Subscriptions**

We have the right to accept or reject subscriptions in whole or in part, for any reason or for no reason. All monies from rejected subscriptions will be returned immediately by us to the subscriber, without interest or deductions. Subscriptions for securities will be accepted or rejected within 48 hours after we receive them.

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### **MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION**

This section of the prospectus includes a number of forward-looking statements that reflect our current views with respect to future events and financial performance. Forward-looking statements are often identified by words like: "believe," "expect," "estimate," "anticipate," "intend," "project," and similar expressions, or words which, by their nature, refer to future events. You should not place undue certainty on these forward-looking statements, which apply only as of the date of this prospectus. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results or our predictions.

We are a start-up development stage corporation and have not started operations or generated or realized any revenues from our business operations.

Our auditors have issued a going concern opinion. We have not generated any revenues and no revenues are anticipated until we complete the development of our website, source out purveyors of products to sell and secure clients to buy our products. Accordingly, there is substantial doubt that we can continue as an on-going business for the next twelve months unless we obtain additional capital to pay our bills. We believe the technical aspects of our website will be sufficiently developed to use for our operations 90 days from the completion of our offering. Accordingly, we must raise cash from sources other than operations. Our only other source for cash at this time is investments by others in our company. We must raise cash to implement our project and begin our operations. We will not begin operations until we raise money from this offering.

To meet our need for cash we are attempting to raise money from this offering. We cannot guarantee that once we begin operations we will stay in business after twelve months. If we are unable to secure enough suppliers of products at suitably low pricing or enough customers willing to buy the products at higher than the price we have negotiated with our suppliers, we may quickly use up the proceeds from the minimum amount of money from this offering and will need to find alternative sources, like a second public offering, a private placement of securities, or loans from our officers or others in order for us to maintain our operations. At the present time, we have not made any arrangements to raise additional cash, other than through this offering. If we need additional cash and cannot raise it we will either have to suspend operations until we do raise the cash, or cease operations entirely. If we raise the minimum amount of money from this offering, we will have limited funds available to develop growth strategy. If we raise the maximum amount, we believe the money will provide funds for our growth strategy.

If we raise less than the maximum amount and need more money, we will have to revert to obtaining additional money as described in this paragraph. Other than as described in this paragraph, we have no other financing plans.

#### **Plan of Operation**

Upon completion of our public offering, our specific goal is to profitably sell products on our Internet website to the public. We intend to accomplish the foregoing by the following milestones:

1. Complete our public offering. We believe this could take up to 270 days from the date the Securities and Exchange Commission declares our offering effective. We will not begin operations until we have closed this offering. We intend to concentrate all of our efforts on raising as much capital as we can during this period.
  2. After completing the offering, if we raise more than the minimum, we will begin to establish our office and acquire the equipment we need to begin operations. Establishing our offices will take 30 days. Our president has agreed to allow us to use his office space rent-free if only the minimum is raised. In that case, we will spend \$1,000 of the proceeds to purchase a computer and set up communication lines such as phone and internet to facilitate sales. If more than the minimum is raised between \$2,500 and \$3,000 will be spent on setting up an independent office. We do not intend to hire employees. Our sole officer and director will handle our administrative duties. A detailed breakdown of the cost of operating our office is set forth in the Use of Proceeds section of this prospectus.
  3. Once our office is established, which we said should be 30 days after completing our offering, we intend to hire a web designer to begin development of the website. Locating a website designer and developing our website should take approximately 30- 90 days. The negotiation of additional alliances with service providers and the development of the website will be ongoing during the life of our operations. As we locate customers and as our customer database expands, we will have to be continually upgrading the website. This promotion will be ongoing through the life of our operations.
  4. Approximately 90-120 days after we complete our public offering, we intend to promote our services through traditional sources such as local food and restaurant publications, letters, emails, flyers and mailers. We intend to promote our products to restaurants and bars in Panama City initially. We will aggressively court contacts provided by our president, Haisam Hamie. We believe that it will cost a minimum of \$2,000 for our marketing campaign. If we raise the maximum amount of proceeds from the offering, we will devote \$5,000 to our marketing program. Marketing is an ongoing matter that will continue during the life of our operations.
  5. Within 120-180 days from the initial launch of our marketing program, we believe that we will begin generating income from the sale of our products.
- In summary, we should implement our business plan and expect to be engaging clients within 90-120 days of completing our offering. We estimate that we will generate revenue 120 to 180 days after beginning operations.

The above mentioned milestones and timelines will be dependent upon the availability of our sole officer and director. Haisam Hamie is entirely responsible for our day-to-day operations. Establishing an office will take time as Mr. Hamie will need to locate an appropriate facility which will be determined by the total amount raised in the offering; additionally, he will have to make arrangements for telephone and other communication lines to be established, and offices supplies will need to be procured. Once the office is fully operational, Mr. Hamie can then turn his attention to retaining a web developer.

with one or two suppliers of products and start advertising products on our website.

If we cannot generate sufficient revenues to continue operations, we will suspend or cease operations. If we cease operations, we do not have any plans to do anything else.

On July 15, 2011, we executed a consulting agreement whereby we agreed to pay Executive Consulting Services, (ECS) Group \$1,000 per month for the next year. ECS provides administrative, compliance, accounting, and SEC reporting support for the operations of the Company. Administrative duties include maintaining compliance with regulatory agencies such as Nevada Secretary of State and the Securities and Exchange Commission, maintaining the Corporate Minute Book, is the Company's bookkeeper, and is an EDGAR/IDEA filing service. Additionally, ECS acts as liaison between the Company's president and auditor, legal counsel, transfer agent, registered agent and the SEC. Upon SEC effectiveness, ECS will continue to provide administrative and compliance support especially as it relates to the preparation of financial statements and reports on Form 10-Q, 10-K and 8-K.

#### **Limited operating history; need for additional capital**

There is no historical financial information about us upon which to base an evaluation of our performance. We are a start-up (development stage) company and have not generated any revenues. We cannot guarantee we will be successful in our business operations. Our business is subject to risks inherent in the establishment of a new business enterprise, including limited capital resources and possible cost overruns due to price and cost increases in services and products.

To meet our need for cash we are attempting to raise money from this offering. We cannot guarantee that once we begin operations we will stay in business after twelve months. If we are unable to secure enough suppliers of products at suitably low pricing or enough customers willing to buy the products at higher than the price we have negotiated with our suppliers, we may quickly use up the proceeds from the minimum amount of money from this offering and will need to find alternative sources, like a second public offering, a private placement of securities, or loans from our officers or others in order for us to maintain our operations. At the present time, we have not made any arrangements to raise additional cash, other than through this offering. If we need additional cash and cannot raise it we will either have to suspend operations until we do raise the cash, or cease operations entirely. If we raise the minimum amount of money from this offering, we will have limited funds available to develop growth strategy. If we raise the maximum amount, we believe the money will provide funds for our growth strategy.

We are seeking equity financing to provide for the capital required to implement our operations. Equity financing could result in additional dilution to our existing stockholder.

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#### **Results of operations**

##### ***From Inception on July 15, 2011 to July 31, 2011***

During the period we incorporated the company, hired the attorney, and hired the auditor for the preparation of this registration statement. We have prepared the business plan included in this registration statement. We have reserved the domain name "[www.havanafurnishings.com](http://www.havanafurnishings.com)." Our net loss since inception is \$8,000 comprised of legal, accounting, and consulting fees. We have not started our proposed business operations and will not do so until we have completed this offering.

Since inception, we sold 4,000,000 shares of common stock to our sole officer and director for \$15,000.

#### **Liquidity and capital resources**

As of the date of this prospectus, we have yet to generate any revenues from our business operations.

We issued 4,000,000 shares of common stock pursuant to the exemption from registration contained in Section 4(2) of the Securities Act of 1933. This was accounted for as a sale of common stock.

As of July 31, 2011, our total assets were \$8,000 consisting entirely of cash and our total liabilities were \$1,000 comprised entirely of accounts payable.

On July 15, 2011, we executed a consulting agreement whereby we agreed to pay Executive Consulting Services, (ECS) Group \$1,000 per month for the next year. ECS provides administrative, compliance, accounting, and SEC reporting support for the operations of the Company. Administrative duties include maintaining compliance with regulatory agencies such as Nevada Secretary of State and the Securities and Exchange Commission, maintaining the Corporate Minute Book, is the Company's bookkeeper, and is an EDGAR/IDEA filing service. Additionally, ECS acts as liaison between the Company's president and auditor, legal counsel, transfer agent, registered agent and the SEC. Upon SEC effectiveness, ECS will continue to provide administrative and compliance support especially as it relates to the preparation of financial statements and reports on Form 10-Q, 10-K and 8-K. We will use the proceeds from the offering to pay ECS for its consulting services.

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### ***DESCRIPTION OF BUSINESS***

#### **General**

We were incorporated in the State of Nevada on July 15, 2011. Upon completion of our offering, we will develop a website ([www.havanafurnishings.com](http://www.havanafurnishings.com)) that will offer to the public restaurant and bar furnishings and accessories from Asia to retailer customers at wholesale prices. We have not generated any revenues and the only operations we have engaged in are the reservation of the domain name ([www.havanafurnishings.com](http://www.havanafurnishings.com)) as well as the development of a business plan.

We have no plans to change our business activities or to combine with another business, and we are not aware of any events or circumstances that might cause our plans to change.

We have not begun operations and will not begin operations until we completed this offering. Our plan of operation is forward looking and there is no

assurance that we will ever begin operations. Our prospects for profitability are not favorable if you consider numerous Internet-based companies have failed to achieve profits with similar plans.

### **Blank Check Issue**

We are not a blank check corporation. Section 7(b)(3) of the Securities Act of 1933, as amended defines the term “blank check company” to mean, any development stage company that is issuing a penny stock that, “(A) has no specific plan or purpose, or (B) has indicated that its business plan is to merge with an unidentified company or companies.” We have a specific plan and purpose. Our business purpose is to offer unique furniture and accessories from Europe and Asia to retail customers at wholesale prices by ordering online. In Securities Act Release No. 6932 which adopted rules relating to blank check offerings, the Securities and Exchange Commission stated in II DISCUSSION OF THE RULES, A. *Scope of Rule 419*, that, “Rule 419 does not apply to . . . start-up companies with specific business plans . . . even if operations have not commenced at the time of the offering.” Further, we have not indicated in any manner whatsoever, that we plan to merge with an unidentified company or companies, nor do we have any plans to merge with an unidentified company or companies.

We have no plans or intentions to be acquired or to merge with an operating company, nor does our stockholder, have plans to enter into a change of control or similar transaction or to change our management.

### **Products**

Our principal business objective is to sell restaurant and bar furnishings and accessories online to the public at wholesale prices primarily in Panama. We will cater to new restaurants and bars that are just starting up along with older restaurants and bars that are looking to renovate. We will have a couple of options for our clients to choose from. Option #1 will involve the client picking a pre-made design of furnishing for their restaurant or bar from our online catalogue or they can mix and match different items from our online catalogue. Option #2 would allow the client to come to us with a restaurant design and we would order the products for them from our sources. Our business models will include everything from forks and knives to tables, chairs, furniture, and bar equipment. We will be catering and advertising to Panamanian restaurants and bars, commercial contractors, interior

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designers and architects. We seek to establish ourselves as one of the top, online restaurant and bar furniture sales companies in Panama by providing quality furnishings and premier customer service.

The products we intend to promote will be selected by our sole officer and director, Haisam Hamie.

### **Website**

We intend to create and maintain a website which will provide the following services and products for the website: e-mail forwarding, e-mailing aliasing, auto responder, front page support, shopping cart, secure transactions signio support, and macromedia flash. If the minimum funds are raised from our offering, we will engage a web developer to design a simple splash page with a tab to showcase our products and a tab to contact us. If we raise more than the minimum, we will add additional tabs and pages to enhance the site to include, one-click checkout, linking of product details and specifications and customer review tabs of the products. The foregoing will allow us to make retail sales of interior decor, promote our products in an attractive fashion, and communicate with our customers on-line.

The website is intended to be a destination site for individuals interested in restaurant and bar furnishings and accessories. The site will offer a large array of products and by becoming a “one-stop shopping” destination will significantly enhance the efficiency of the purchasing process simultaneously reducing the time and cost of finding reasonably furnishings products. We intend to continually source out and negotiate strategic relationships with individual suppliers and manufacturers in China and the United States to offer their products on our website.

We believe that the lack of financial security on the Internet is hindering economic activity thereon. To ensure the security of transactions occurring over the Internet, U.S. federal regulations require that any computer software used within the United States contain a 128-bit encoding encryption, while any computer software exported to a foreign country contain a 40-bit encoding encryption. There is uncertainty as to whether the 128-bit encoding encryption required by the U.S. is sufficient security for transactions occurring over the Internet. Accordingly, there is a danger that any financial (credit card) transaction via the Internet will not be a secure transaction. Accordingly, risks such as the loss of data or loss of service on the Internet from technical failure or criminal acts are now being considered in the system specifications and in the security precautions in the development of the website. Although, we will be using a 128-bit encoding encryption for our website transactions, there is no assurance that such security precautions will be successful.

Other than investigating potential technologies in support of our business purpose, we have had no material business operations since inception in May 2011. At present, we have yet to acquire or develop the necessary technology assets in support of our business purpose to become an Internet-based retailer focused on the distribution of restaurant and bar furniture and accessories.

The Internet is a world-wide medium of interconnected electronic and/or computer networks. Individuals and companies have recently recognized that the communication capabilities of the Internet provide a medium for not only the promotion and communication of ideas and concepts, but also for the presentation and sale of information, goods and services.

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We have not located a web developer at this time. Our president will interview and chose a local web developer in the Panama City area to work with once the offering has been completed.

### **Convenient Shopping Experience**

Our online store will provide customers with an easy-to-use Web site. The website will be available 24 hours a day, seven days a week and will be reached from the shopper's home or office. Our online store will enable us to deliver a broad selection of products to customers in rural or other locations that do not have convenient access to physical stores. We also intend to make the shopping experience convenient by categorizing our products into easy-to-shop departments.

### **Customer Service**

We intend to provide a customer service department via email where consumers can resolve order and product questions which will be handled initially by our president, Haisam Hamie, until we are profitable enough to hire employees. Furthermore, we will insure consumer satisfaction by offering a money back guarantee. There is, however, no assurance that we will ever be profitable.

### **Online Retail Store**

We intend to design our Internet store to be a place for businesses to purchase our products online.

## **Shopping at our Online Store**

Our online store will be located at [www.havanafurnishings.com](http://www.havanafurnishings.com). We believe that the sale of restaurant and bar products on the Internet can offer attractive benefits to consumers. These include enhanced selection, convenience, quality, ease-of-use, depth of content and information, and competitive pricing. Key features of our online store will include:

### ***Browsing***

Our online store will offer consumers several subject areas and special features arranged in a simple, easy-to-use format intended to enhance product selection. By clicking on category names, the consumer will move directly to the home page of the desired category and can view promotions and featured products.

### ***Selecting a Product and Checking Out***

To purchase products, consumers will simply click on the "add to cart" button to add products to their virtual shopping cart. Consumers will be able to add and subtract products from their shopping cart as they browse around our online store prior to making a final purchase decision, just as in a physical store. To execute orders, consumers click on the "checkout" button and, depending upon whether the consumer has previously shopped at our online store, are prompted to supply shipping details online. We will also offer consumers a variety of wrapping and shipping options during the checkout process. Prior to finalizing an order by clicking the "submit" button, consumers will be shown their total charges along with the various options chosen at which point consumers still have the ability to change their order or cancel it entirely.

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### ***Paying***

To pay for orders, a consumer must use a credit card, which is authorized during the checkout process. Charges are assessed against the card when the order is placed. Our online store will use security such as the 128-bit encoding encryption technology that works with the most common Internet browsers.

We will offer our customers a full refund for any reason if the customer returns the purchased item within 7 days from the date of sale in the same condition it was sold to the customer. Up to 23 days after the 7 day full refund period we will exchange the product with another one of our products that is of equal or lesser value, after 30 days we will not exchange products or refund any money to our customer. The customer is responsible for paying for the return shipping fees. They will return them directly to us and we will return them to our supplier in accordance with their return policies. If the return falls outside of an acceptable timetable for a full refund on the returned purchase by our supplier, we will incur the expense and reflect such in our financial statements.

### ***Source of Products***

We intend to purchase products from manufacturers and distributors located in China and the United States. The majority of all furniture will be imported from China. A 2400 square foot shipping container better known as a HQ container can hold approximately \$20,000 to \$50,000 worth of goods depending on the size of the goods. A container of this nature would cost approximately \$2,500.00 to ship to Panama. The company will still enjoy a markup of 200 to 500% at retail after shipping expenses and still maintain a competitive edge. Minimal storage expenses will be needed as products are only ordered when a client makes and pays for a purchase. The majority of our business is conducted online and is dependent on our ability to develop and maintain the website "www.havanafurnishings.com." As an internet based business minimal staff is needed. All products will be prepaid and will not carry any debt. On occasion, we may, depending upon the particulars of a product make special purchases and pass the savings on to our customers. By negotiating a better price due to quantity or manufacturer close outs we can stay ahead of our competition.

The products will be shipped directly from the manufacturer to the customer, thereby eliminating the need for storage space or packaging facilities. The way we will determine our pricing structure will depend on what the supplier and manufacturer is selling the product for. Markups on prices will be dependent upon the prices we negotiate with our suppliers.

In order to meet, network and align ourselves with our wholesalers and distributors of products we will be looking to attend trade shows and exhibitions located across China. One of the trade shows we will be attending is called Furniture China. This trade show is the leading furniture trade exhibition in Asia and one of the Top 3 international furniture exhibitions of the world, Furniture China is held annually in Shanghai. Another trade show we will look to attending is the Restaurant & Bar Hong Kong. Located in Hong Kong this exhibition is the largest exhibition dedicated to the hospitality sector which will be presenting the latest products and services. Lastly we will be looking to attend the Canton Fair. Canton Fair is the largest biannual China trade fair held in Guangzhou. The Canton fair complex covers a total construction area of 1,100,000 M<sup>2</sup> with the indoor exhibition area of 338,000 M<sup>2</sup> and the outdoor exhibition area of 43,600 M<sup>2</sup>.

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### **Taxes and Customs**

We will be responsible for paying all taxes and customs charges that are associated with the import of the products we are selling to our customers. The costs will be built in to the fees we charge for the products and will be taken into consideration as we set the prices on our products. All the taxes paid will be disclosed in our financial statements.

### **Revenue**

Revenues will be generated from the direct sale of products to customers. We will order products on behalf of our customers directly from our suppliers. At the time we receive an order from a customer, we will order the product from the supplier, thus able to avoid carrying any inventory that can be costly and which may become obsolete. We would earn revenue based on the difference between our negotiated price for the product with our suppliers and the price that the customer pays.

### **Database**

We intend to develop a database to gather information regarding our customers and suppliers. This database will categorize all our customers, customers that bought from us, potential customers that have browsed our website, and potential customers from our planned source of e-mail and direct mail. We will also have a database of suppliers we deal with. This will record the suppliers we bought from, returned products to, exchanged products with, and a daily, monthly, and yearly dollar value of what was purchased from the supplier. Having this database in place will help keep our business organized and will help us identify and target clients.

## **Competition**

The electronic commerce market is intensely competitive. The market for information resources is more mature but also intensely competitive. We expect competition to continue to intensify in the future. Competitors include companies with substantial customer bases in the computer and other technical fields. There can be no assurance that we can maintain a competitive position against current or future competitors, particularly those with greater financial, marketing, service, support, technical and other resources. Our failure to maintain a competitive position within the market could have a material adverse effect on our business, financial condition and results of operations. There can be no assurance that we will be able to compete successfully against current and future competitors, and competitive pressures faced by us may have a material adverse effect on our business, financial condition and results of operations.

Our competitive position within the industry is negligible in light of the fact that we have not started our operations. Older, well established distributors of the products we intend to offer with records of success will attract qualified clients away from us. Since we have not started operations, we cannot compete with them on the basis of reputation. We do expect to compete with them on the basis of price and product selection. In order to achieve this, we will offer lower mark-ups on our products until we have built up our client base to increase our profit margin. We intend to be able to attract and retain customers by offering a breadth of tasteful product selection through our relationships with manufacturers and suppliers.

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## **Marketing**

The amount of funds we raise from our offering will determine how much we will be able to spend on our marketing and advertising campaign. If we raise the minimum, we intend to advertise locally through food and restaurant newspapers, flyers, and the telephone directory. If we raise the maximum we intend to expand our marketing strategies to furniture magazines, interior designer magazines, and advertisement flyer through direct mail. We will market our business via bus station billboards and highway billboards across Panama and eventually into Central America as our earnings rise and are stable enough to support such advertising. Direct mail advertising will be in the form of printed flyers that will be dropped off in high traffic areas and at restaurants and bars within the Panama City area. For our e-mail marketing addresses, we look to hire an e-mail marketing company to provide us with a list of architects, interior designers, developers, restaurants and bars .

## **Insurance**

We do not maintain any insurance and do not intend to maintain insurance in the future. Because we do not have any insurance, if we are made a party of a products liability action, we may not have sufficient funds to defend the litigation. If that occurs a judgment could be rendered against us which could cause us to cease operations.

## **Vendor Relationships**

We hope to develop a strong relationship with our vendors through repeated use and mutually financially advantageous contracts. As of the date of this prospectus, we have not developed any vendor relationships, but intend to do so immediately upon completion of our public offering. There is no assurance however, that we will be successful in developing any vendor relationships.

## **Employees; Identification of Certain Significant Employees.**

We are a development stage company and currently have no employees, other than our sole officer and director. We intend to hire additional employees on an as needed basis.

## **Offices**

Our principal executive office is located at 122B Edificio Ultramar Plaza. Apt. #4A 47th Street Panama City, Panama . Our telephone number is (507) 269-1315 and our registered agent for service of process is the National Registered Agents Inc. of NV, located at 1000 East William Street, Suite 204, Carson City, Nevada 89701. Our office is located in the home of our president, Haisam Hamie.

We intend to establish an outside office if we raise more than our minimum, to maintain the website and database. This will include physical office space, computer equipment, telephones and other assets as required to maintain the operations. If we only reach our minimum, our sole officer has agreed to continue to run the operations from his home office space that he allows us to use on a rent-free basis. We use approximately 200 square feet which has been sufficient for our operations to date and is expected to be sufficient for our operations should we only raise the minimum proceeds from our offering.

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## **Government Regulation**

We are not currently subject to direct federal, state or local regulation other than regulations applicable to businesses generally or directly applicable to electronic commerce. However, the Internet is becoming increasingly popular. As a result, it is possible that a number of laws and regulations may be adopted with respect to the Internet. These laws may cover issues such as user privacy, freedom of expression, pricing, content and quality of products and services, taxation, advertising, intellectual property rights and information security. Furthermore, the growth of electronic commerce may prompt calls for more stringent consumer protection laws. Several states have proposed legislation to limit the uses of personal user information gathered online or require online services to establish privacy policies. The Federal Trade Commission has also initiated action against at least one online service regarding the manner in which personal information is collected from users and provided to third parties. We will not provide personal information regarding our users to third parties. However, the adoption of such consumer protection laws could create uncertainty in Web usage and reduce the demand for our products.

We are not certain how business may be affected by the application of existing laws governing issues such as property ownership, copyrights, encryption and other intellectual property issues, taxation, libel, obscenity and export or import matters. The vast majority of such laws were adopted prior to the advent of the Internet. As a result, they do not contemplate or address the unique issues of the Internet and related technologies. Changes in laws intended to address such issues could create uncertainty in the Internet market place. Such uncertainty could reduce demand for services or increase the cost of doing business as a result of litigation costs or increased service delivery costs.

In addition, because our products are available over the Internet in multiple states and foreign countries, other jurisdictions may claim that we are required to qualify to do business in each such state or foreign country. We are qualified to do business only in Nevada. Our failure to qualify in a jurisdiction where it is required to do so could subject it to taxes and penalties. It could also hamper our ability to enforce contracts in such jurisdictions. Currently, we are qualified to do business in Nevada. Other than Nevada, we do not believe we will have to qualify to do business in any other jurisdiction.

In Nevada, we are required to pay an annual fee to the Nevada Secretary of State of \$125 and pay a licensing fee of \$200 per year. Nevada has no corporate



**MANAGEMENT****Officers and Directors**

Our sole director will serve until his successor is elected and qualified. Our sole officer is elected by the board of directors to a term of one (1) year and serves until his or his successor is duly elected and qualified, or until he or she is removed from office. The board of directors has no nominating, auditing or compensation committees.

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The name, address, age and position of our present officers and directors are set forth below:

<b>Name and Address</b>	<b>Age</b>	<b>Position(s)</b>
Haisam Hamie Edificio Ultramar Plaza Apt. #4A 47th Street Panama City, Panama	46	President, principal executive officer, secretary, treasurer, principal financial officer, principal accounting officer and sole member of the board of directors.

The person named above has held his offices/positions since inception of our company and is expected to hold his offices/positions until the next annual meeting of our stockholders.

**Background of officers and directors**

Since our inception on July 15, 2011, Haisam Hamie has been our president, principal executive officer, secretary, treasurer, principal financial officer, principal accounting officer and sole member of the board of directors. From April 2005 to February 2009 Mr. Hamie was the manager of Habibi's restaurant which is a large restaurant located in the most popular bar and nightlife area of Panama City. He was responsible for the day to day operations of the business. In February, 2009, Mr. Hamie was part owner of Fenicia which was a brand new restaurant in Panama City, Panama. Not only was Mr. Hamie part owner, but he was also responsible for the design and furnishings of the restaurant during its construction and establishment. Mr Hamie remained and managed the restaurant until April 2011, at which point he sold his share to his partner. From May 2011 until present day Mr. Hamie returned to Habibi's restaurant and continues to manage it.

During the past ten years, Mr. Hamie has not been the subject of the following events:

1. A petition under the Federal bankruptcy laws or any state insolvency law was filed by or against, or a receiver, fiscal agent or similar officer was appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing;
2. Convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);
3. The subject of any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from, or otherwise limiting, the following activities:
  - (i) Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;
  - (ii) Engaging in any type of business practice; or
  - (iii) Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of Federal or State securities laws or Federal commodities laws;

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4. The subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any Federal or State authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described in paragraph 3.i in the preceding paragraph or to be associated with persons engaged in any such activity;
5. Was found by a court of competent jurisdiction in a civil action or by the Commission to have violated any Federal or State securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended, or vacated;
6. Was found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any Federal commodities law, and the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended or vacated;
7. Was the subject of, or a party to, any Federal or State judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of:
  - (i) Any Federal or State securities or commodities law or regulation; or
  - (ii) Any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or
  - (iii) Any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or
8. Was the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act (15 U.S.C. 78c(a)(26))), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act (7 U.S.C. 1(a)(29))), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

#### Audit Committee Financial Expert

We do not have an audit committee financial expert. We do not have an audit committee financial expert because we believe the cost related to retaining a financial expert at this time is prohibitive. Further, because we have no operations, at the present time, we believe the services of a financial expert are not warranted.

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#### Conflicts of Interest

The only conflict that we foresee are that our sole officer and director will devote time to projects that do not involve us.

#### EXECUTIVE COMPENSATION

The following table sets forth the compensation paid by us for the last three fiscal years ending July 31, 2011 for our sole officer. This information includes the dollar value of base salaries, bonus awards and number of stock options granted, and certain other compensation, if any. The compensation discussed addresses all compensation awarded to, earned by, or paid or named executive officers.

EXECUTIVE OFFICER COMPENSATION TABLE

Name and Principal Position	Year	Salary (US\$)	Bonus (US\$)	Stock Awards (US\$)	Option Awards (US\$)	Non-Equity Incentive Plan	Nonqualified Deferred Compensation Earnings	All Other Compensation	Total
						(US\$)	(US\$)	(US\$)	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
Haisam Hamie President	2011	0	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0	0

We have no employment agreements with our sole officer. We do not contemplate entering into any employment agreements until such time as we begin profitable operations.

The compensation discussed herein addresses all compensation awarded to, earned by, or paid to our named executive officers.

There are no other stock option plans, retirement, pension, or profit sharing plans for the benefit of our officers and directors other than as described herein.

#### Compensation of Directors

The member of our board of directors is not compensated for his services as a director. The board has not implemented a plan to award options to any directors. There are no contractual arrangements with any member of the board of directors. We have no director's service contracts.

**DIRECTOR'S COMPENSATION TABLE**

Name (a)	Fees Earned or Paid in Cash (US\$) (b)	Stock Awards (US\$) (c)	Option Awards (US\$) (d)	Non-Equity Incentive Plan Compensation (US\$) (e)	Nonqualified Deferred Compensation Earnings (US\$) (f)	All Other Compensation (US\$) (g)	Total (US\$) (h)
	Haisam Hamie	2011	0	0	0	0	0

**Long-Term Incentive Plan Awards**

We do not have any long-term incentive plans that provide compensation intended to serve as incentive for performance.

**Indemnification**

Pursuant to the Bylaws of the corporation, we may indemnify an officer or director who is made a party to any proceeding, including a lawsuit, because of his position, if he acted in good faith and in a manner he reasonably believed to be in our best interest. We may advance expenses incurred in defending a proceeding. To the extent that the officer or director is successful on the merits in a proceeding as to which he is to be indemnified, we must indemnify him against all expenses incurred, including attorney's fees. With respect to a derivative action, indemnity may be made only for expenses actually and reasonably incurred in defending the proceeding, and if the officer or director is judged liable, only by a court order. The indemnification is intended to be to the fullest extent permitted by the laws of the State of Nevada.

Regarding indemnification for liabilities arising under the Securities Act of 1933, which may be permitted to directors or officers under Nevada law, we are informed that, in the opinion of the Securities and Exchange Commission, indemnification is against public policy, as expressed in the Act and is, therefore, unenforceable.

**PRINCIPAL STOCKHOLDERS**

The following table sets forth, as of the date of this prospectus, the total number of shares owned beneficially by our directors, officers and key employees, individually and as a group, and the present owners of 5% or more of our total outstanding shares. The table also reflects what their ownership will be assuming completion of the sale of all shares in this offering. The stockholder listed below has direct ownership of their shares and possesses sole voting and dispositive power with respect to the shares.

Name and Address Beneficial Owner [1]	Number of Shares Before the Offering	Percentage of Ownership Before the Offering	Number of Shares After Offering Assuming all of the Shares are Sold	Percentage of Ownership After the Offering Assuming all of the Shares are Sold
Haisam Hamie Edificio Ultramar Plaza. Apt. #4A 47th Street Panama City, Panama	4,000,000	100%	4,000,000	50.00%

[1] The person named above may be deemed to be a "parent" and "promoter" of our company, within the meaning of such terms under the Securities Act of 1933, as amended, by virtue of his/its direct and indirect stock holdings. Mr. Hamie is the only "promoter" of our company.

**Future sales by existing stockholder**

A total of 4,000,000 shares of common stock were issued to our sole officer and director, all of which are restricted securities, as defined in Rule 144 of the Rules and Regulations of the SEC promulgated under the Securities Act. Under Rule 144, the shares can be publicly sold by affiliates, subject to volume restrictions and restrictions on the manner of sale, commencing six months after their acquisition, provided the Company was not a shell company when the shares were issued or prior thereto. A shell company is a corporation with no or nominal assets or its assets consist solely of cash and no or nominal operations. Accordingly, Mr. Hamie, our sole stockholder, may not resell his shares under Rule 144 of the Act for a period of one year from the date we are no longer a shell company and we have filed a Form 8-K with the SEC and disclosed the information required by Item 5.06 thereof.

Shares purchased in this offering will be immediately resalable. The resale of shares could have a depressive effect on the market price should a market develop for our common stock. There is no assurance a market will ever develop for our common stock.

There is no public trading market for our common stock. There are no outstanding options or warrants to purchase, or securities that may be convertible into our common stock. There is one holder of record for our common stock. The record holder is our sole officer and director, who own 4,000,000 restricted shares of our common stock.

## DESCRIPTION OF SECURITIES

### Common Stock

Our authorized capital stock consists of 100,000,000 shares of common stock, par value \$0.00001 per share. The holders of our common stock:

- \* have equal ratable rights to dividends if and when a dividend is declared by our board of directors;
- \* are entitled to share ratably in all of our assets available for distribution to holders of common stock upon liquidation, dissolution or winding up of our affairs;
- \* do not have preemptive, subscription or conversion rights and there are no redemption or sinking fund provisions or rights; and
- \* are entitled to one non-cumulative vote per share on all matters on which stockholders may vote.

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We refer you to our Articles of Incorporation, Bylaws and the applicable statutes of the State of Nevada for a more complete description of the rights and liabilities of holders of our securities.

### Non-cumulative voting

Holders of shares of our common stock do not have cumulative voting rights, which means that the holders of more than 50% of the outstanding shares, voting for the election of directors, can elect all of the directors to be elected, if they so choose, and, in that event, the holders of the remaining shares will not be able to elect any of our directors. After this offering is completed, assuming the sale of all of the shares of common stock, Haisam Hamie, our sole officer and directors, will own approximately 50.00% of our outstanding shares.

### Cash dividends

As of the date of this prospectus, we have not paid any cash dividends to our stockholder. The declaration of any future cash dividend will be at the discretion of our board of directors and will depend upon our earnings, if any, our capital requirements and financial position, our general economic conditions, and other pertinent conditions. It is our present intention not to pay any cash dividends in the foreseeable future, but rather to reinvest earnings, if any, in our business operations.

### Preferred Stock

We are authorized to issue 100,000,000 shares of preferred stock with a par value of \$0.00001 per share. The terms of the preferred shares are at the discretion of the board of directors. Currently no preferred shares are issued and outstanding.

### Anti-takeover provisions

There are no Nevada anti-takeover provisions that may have the affect of delaying or preventing a change in control.

### Reports

After we complete this offering, we will not be required to furnish you with an annual report. Further, we will not voluntarily send you an annual report. We will be required to file reports with the SEC under section 15(d) of the Securities Act. The reports will be filed electronically. The reports we will be required to file are Forms 10-K, 10-Q, and 8-K.

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### Where You Can Find Additional Information

You may read copies of any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site that will contain copies of the reports we file electronically. The address for the Internet site is [www.sec.gov](http://www.sec.gov).

### Stock transfer agent

Our stock transfer agent for our securities will be Aspen Stock Transfer, 6623 Las Vegas Blvd. South #255, Las Vegas, NV 89119 ; the telephone number is 702-463-8832.

## CERTAIN TRANSACTIONS

On July 15, 2011, we issued a total of 4,000,000 shares of restricted common stock to Haisam Hamie, our sole officer and director in consideration of \$15,000.

## LITIGATION

We are not a party to any pending litigation and none is contemplated or threatened.

## EXPERTS

Our financial statements for the period from inception to July 31, 2011, included in this prospectus have been audited by MaloneBailey, LLP, 10350 Richmond Ave, Suite 800, Houston, Texas 77042, telephone 713-343-4200, as set forth in its report included in this prospectus. Its report is given upon its authority

as an expert in accounting and auditing.

**LEGAL MATTERS**

The Law Office of SD Mitchell & Associates, PLC. 1410 Washington Drive, Stafford, Virginia 22554, telephone (248) 515-6035 passed on the legality of the shares being offered in this prospectus.

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**FINANCIAL STATEMENTS**

Our fiscal year end is July 31. We will provide audited financial statements to our stockholders on an annual basis; the statements will be audited by a firm of Certified Public Accountants.

Our audited financial statements from inception to July 15, 2011 (inception) through July 31, 2011 immediately follow:

**HAVANA FURNISHINGS INC.**

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors of  
Havana Furnishings, Inc.  
(a development stage company)  
Carson City, Nevada

We have audited the accompanying balance sheet of Havana Furnishings, Inc. (a development stage company) (the "Company") as of July 31, 2011 and the related statement of expenses, changes in stockholders' equity and cash flows for the period from July 15, 2011 (inception) through July 31, 2011. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of July 31, 2011 and the results of its operations and its cash flows from July 15, 2011 (inception) through July 31, 2011 in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company has no revenues since inception and the Company's sole officer and director is unwilling to loan or advance any additional capital to the Company, which raises substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters are described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

MALONEBAILEY, LLP

MALONEBAILEY, LLP  
[www.malone-bailey.com](http://www.malone-bailey.com)  
Houston, Texas

September 2, 2011

**HAVANA FURNISHINGS INC.**  
**(A Development Stage Company)**  
**BALANCE SHEET**  
**July 31, 2011**

	<b>July 31, 2011</b>
<b>ASSETS</b>	
CURRENT ASSETS	
Escrow deposit	\$ 8,000
<b>TOTAL ASSETS</b>	<b>\$ 8,000</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>	
CURRENT LIABILITIES	
Accounts payable	\$ 1,000
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,000</b>
STOCKHOLDERS' EQUITY	
Preferred stock, 100,000,000 shares authorized, \$0.00001 par value; none issued and outstanding	-
Common stock, 100,000,000 shares authorized, \$0.00001 par value; 4,000,000 shares issued and outstanding	40
Additional paid-in capital	14,960
Deficit accumulated during development stage	(8,000)
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<b>7,000</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 8,000</b>

The accompanying notes are an integral part of these financial statements.

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**HAVANA FURNISHINGS INC.**  
**(A Development Stage Company)**  
**Statement of Expenses**  
**For the period from July 15, 2011 (inception) to July 31, 2011**

<b>EXPENSES</b>	
Accounting and legal fees	\$ 7,000
Consulting fee	1,000
<b>TOTAL EXPENSES</b>	<b>\$ 8,000</b>
<b>NET LOSS</b>	<b>\$ (8,000)</b>
<b>NET LOSS PER COMMON SHARE, BASIC AND DILUTED</b>	<b>\$ (0.00)</b>
<b>WEIGHTED AVERAGE NUMBER OF COMMON STOCK SHARES OUTSTANDING, BASIC AND DILUTED</b>	<b>4,000,000</b>

The accompanying notes are an integral part of these financial statements.

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**HAVANA FURNISHINGS INC.**  
**(A Development Stage Company)**  
**Statement of Stockholders' Equity**  
**For the period from July 15, 2011 (inception) to July 31, 2011**

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	Common Stock		Additional	Deficit	Total
	Shares	Amount	Paid-in Capital	Accumulated During Development Stage	Stockholders' Equity
Common Stock issued for cash on July 15, 2011(inception) at \$0.00001 per share	4,000,000	\$ 40	\$ 14,960	\$ -	\$ 15,000
Net loss	-	-	-	(8,000)	(8,000)
Balance, July 31, 2011	<u>4,000,000</u>	<u>\$ 40</u>	<u>\$ 14,960</u>	<u>\$ (8,000)</u>	<u>\$ 7,000</u>

The accompanying notes are an integral part of these financial statements.

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**HAVANA FURNISHINGS INC.**  
**(A Development Stage Company)**  
**Statement of Cash Flows**  
**For the period from July 15, 2011 (inception) to July 31, 2011**

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CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	\$	(8,000)
Adjustments to reconcile net loss to net cash used in operating activities:		



Increase in accounts payable	1,000
Increase in escrow deposits	<u>(8,000)</u>
Net cash used in operating activities	<u>(15,000)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from the sale of common stock	15,000
NET CHANGE IN CASH	
Cash, beginning of period	<u>-</u>
Cash, end of period	<u>\$ -</u>
SUPPLEMENTAL CASH FLOW DISCLOSURES	
Interest paid	<u>\$ -</u>
Income taxes paid	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

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**HAVANA FURNISHINGS INC.**  
**(A Development Stage Company)**  
**Notes to the Financial Statements**  
**Period From July 15, 2011 (Inception)**  
**Through July 31, 2011**

**Note 1. Description of Business and Basis of Presentation**

*Nature of Business.*

HAVANA FURNISHINGS INC. (“we”, “our”, “Havana Furnishings” or the “Company”) was incorporated in the state of Nevada on July 15, 2011 for the purpose of selling restaurant and bar furnishings and accessories from Asia to retail customers in Panama at wholesale prices. The Company has elected July 31 as its fiscal year-end.

**Note 2. Summary of Significant Accounting Policies**

**Use of Estimates.**

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Basic and Diluted Earnings (Loss) Per Share.**

The basic net loss per common share is computed by dividing the net loss by the weighted average number of common shares outstanding. Diluted net loss per common share is computed by dividing the net loss adjusted on an "as if converted" basis, by the weighted average number of common shares outstanding plus potential dilutive securities. For the year ended July 31, 2011, there were no potentially dilutive securities outstanding.

**Cash and Cash Equivalents.**

Havana Furnishings considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. As of July 31, 2011, we had no cash or cash equivalents.

**Development Stage Company**

The Company complies with Statement of Financial Accounting Standard ASC 915-15 and the Securities and Exchange Commission Exchange Act 7 for its characterization of the Company as development stage.

**Income Taxes :**

The Company accounts for income taxes under ASC 740, "Accounting for Income Taxes." Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. There was no current or deferred income tax expense or benefits from July 15, 2011 (inception) to July 31, 2011.

**Recently Issued Accounting Pronouncements.**

We do not expect the adoption of recently issued accounting pronouncements to have a significant impact on our results of operations, financial position or cash flow.

**Note 3. - Going Concern**

These financial statements have been prepared on a going concern basis, which implies Havana Furnishings will continue to meet its obligations and continue its operations for the next fiscal year. As of July 31, 2011, Havana Furnishings has not generated revenues since inception. Havana Furnishings has not commenced operations. These factors raise substantial doubt regarding Havana Furnishings's ability to continue as a going concern. The continuation of Havana Furnishings as a going concern is dependent upon financial support from its stockholders, the ability of Havana Furnishings to obtain necessary equity financing to continue operations, and the attainment of profitable operations. Realization value may be substantially different from carrying values as shown and these financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should Havana Furnishings be unable to continue as a going concern.

**Note 4. - Stockholders' Equity**

On July 15, 2011, Havana Furnishings issued 4,000,000 common shares to its president at \$0.004 per share for \$15,000 cash.

**Note 5. Commitments and Contingencies**

On July 15, 2011, the Company agreed to pay Executive Consulting Services Group \$1,000 per month until July 1, 2012. Executive Consulting Services Group advises us on matters relating to administrative and operational matters.

**Note 6 - Income Taxes**

Havana Furnishings, Inc. uses the liability method, where deferred tax assets and liabilities are determined based on the expected future tax consequences of temporary differences between the carrying amounts of assets and liabilities for financial and income tax reporting purposes. During the initial period ended July 31, 2011, Havana Furnishings incurred net losses and therefore has no tax liability. The net deferred tax asset generated by the loss carry-forward has been fully reserved. The cumulative net operating loss carry-forward is \$8,000 at July 31, 2011, and will expire in the year 2031.

At July 31, 2011, deferred tax assets consisted of the following:

Deferred tax assets	2,720
Less: valuation allowance	<u>(2,720)</u>
Net deferred tax asset	\$ 0
	=====

Until \_\_\_\_\_ 2011, ninety days after the date of this prospectus, all dealers effecting transactions in our registered securities, whether or not participating in this distribution, may be required to deliver a prospectus. This is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

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## PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

### ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The estimated expenses of the offering (assuming all shares are sold), all of which are to be paid by the registrant, are as follows:

SEC Registration Fee	\$	8
Accounting Fees and Expenses		5,000
Legal Fees and Expenses		3,000
Consulting Expenses		5,000
Transfer Agent Fees		1,992
<b>TOTAL</b>	<b>\$</b>	<b>15,000</b>

### ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The only statute, charter provision, bylaw, contract, or other arrangement under which any controlling person, director or officer of the Registrant is insured or indemnified in any manner against any liability which he may incur in his capacity as such, is as follows:

1. Section 5 of the Articles of Incorporation of the company, filed as Exhibit 3.1 to our registration statement filed herewith.
2. Article VIII of the Bylaws of the company, filed as Exhibit 3.2 to our registration statement filed herewith.
3. Nevada Revised Statutes, Chapter 78.

The general effect of the foregoing is to indemnify a control person, officer or director from liability, thereby making the company responsible for any expenses or damages incurred by such control person, officer or director in any action brought against them based on their conduct in such capacity, provided they did not engage in fraud or criminal activity.

### ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

Since inception, the Registrant has sold the following securities that were not registered under the Securities Act of 1933, as amended.

Name and Address	Date	Shares	Consideration
Haisam Hamie Edificio Ultramar Plaza Apt. #4A 47th Street Panama City, Panama	July 15, 2011	4,000,000	\$ 15,000

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**ITEM 16. EXHIBITS .**

The following exhibits are filed as part of this registration statement, pursuant to Item 601 of Regulation S-K.

<b>Exhibit No.</b>	<b>Document Description</b>
3.1	Articles of Incorporation.
3.2	Bylaws.
4.1	Specimen Stock Certificate.
5.1	Opinion of The Law Office of SD Mitchell & Associates, PLC.
10.1	Consulting Agreement
23.1	Consent of GBH CPAs, PC
23.2	Consent of The Law Office of SD Mitchell & Associates, PLC. – Filed As Exhibit 5.1
99.1	Subscription Agreement

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**ITEM 17. UNDERTAKINGS.**

**A.** The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to:
  - (a) include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (b) reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) under the Securities Act if, in the aggregate, the changes in volume and price represent no more than a 20% change in maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and
  - (c) include any additional or changed material information with respect to the plan of distribution.
- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

- (4) To provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.
- (5) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of a registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of the registration statement as of the time it was declared effective.

(6) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) For the purpose of determining liability under the Securities Act to any purchaser:

Each prospectus filed pursuant to Rule 424(b) under the Securities Act as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (§§230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(8) For the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (a) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424 of this chapter;
- (b) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (c) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (d) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

- 
- B.** Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the small business issuer pursuant to the foregoing provisions, or otherwise, the small business issuer has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the small business issuer of expenses incurred or paid by a director, officer or controlling person of the small business issuer in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the small business issuer will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.
- C.** To provide to the underwriter at the closing specified in the Underwriting Agreement certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.
- D.** The undersigned Registrant hereby undertakes that:
- (1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

- (2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the city of Panama City, Panama, on this 2<sup>nd</sup> day of September, 2011.

**HAVANA FURNISHINGS INC.**

BY: HAISAM HAMIE  
Haisama Hamie, President, Principal Executive Officer, Secretary, Treasurer, Principal Financial Officer, Principal Accounting Officer and sole member of the Board of Directors.

KNOW ALL MEN BY THESE PRESENT, that each person whose signature appears below constitutes and appoints Haisam Hamie as true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, therewith, with the Securities and Exchange Commission, and to make any and all state securities law or blue sky filings, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite or necessary to be done in about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying the confirming all that said attorney-in-fact and agent, or any substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this amended Form S-1 Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>HAISAM HAMIE</u> Haisam Hamie	President, Principal Executive Officer, Principal Financial Officer, Principal Accounting Officer, Secretary, Treasurer and sole member of the Board of Directors	September 2, 2011



*EXHIBIT INDEX*

<b>Exhibit No.</b>	<b>Document Description</b>
3.1	Articles of Incorporation.
3.2	Bylaws.
4.1	Specimen Stock Certificate.
5.1	Opinion of The Law Office of SD Mitchell & Associates, PLC.
10.1	Consulting Agreement
23.1	Consent of GBH CPAs, PC
23.2	Consent of The Law Office of SD Mitchell & Associates, PLC. – Filed As Exhibit 5.1
99.1	Subscription Agreement



SECRETARY OF STATE



**CORPORATE CHARTER**

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **HAVANA FURNISHINGS INC.**, did on July 15, 2011, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on July 18, 2011.

ROSS MILLER  
Secretary of State

Certified By: GJ Jaillet  
Certificate Number: C20110718-0047  
You may verify this certificate  
online at <http://www.nvsos.gov/>



ROSS MILLER  
 Secretary of State  
 204 North Carson Street, Suite 4  
 Carson City, Nevada 89701-4520  
 (775) 684-5708  
 Website: www.nvssa.gov



\*040102\*

Filed in the office of 	Document Number <b>20110524481-68</b>
Ross Miller Secretary of State State of Nevada	Filing Date and Time <b>07/15/2011 4:00 PM</b>
	Entity Number <b>E0403092011-3</b>

**Articles of Incorporation**  
 (PURSUANT TO NRS CHAPTER 78)

USE BLACK INK ONLY - DO NOT HIGHLIGHT	ABOVE SPACE IS FOR OFFICE USE ONLY						
<b>1. Name of Corporation:</b>	Havana Furnishings Inc.						
<b>2. Registered Agent for Service of Process:</b> (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: National Registered Agents, Inc. of NV <small>Name</small> <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <b>QR</b> <input type="checkbox"/> Office or Position with Entity (name and address below) <small>Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity</small> <small>Street Address</small> <small>City</small> <small>Nevada</small> <small>Zip Code</small> <small>Mailing Address (if different from street address)</small> <small>City</small> <small>Nevada</small> <small>Zip Code</small>						
<b>3. Authorized Stock:</b> (number of shares corporation is authorized to issue)	<table border="0"> <tr> <td>Number of shares with par value:</td> <td>200,000,000</td> <td>Par value per share: \$</td> <td>0.00001</td> <td>Number of shares without par value:</td> <td>None</td> </tr> </table>	Number of shares with par value:	200,000,000	Par value per share: \$	0.00001	Number of shares without par value:	None
Number of shares with par value:	200,000,000	Par value per share: \$	0.00001	Number of shares without par value:	None		
<b>4. Names and Addresses of the Board of Directors/Trustees:</b> (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)	1) Haisam Hamic <small>Name</small> Edificio Ultramar Plaza, Apt. #4A 47th Street <small>Panama City, Panama</small> <small>State</small> <small>Zip Code</small> <small>Street Address</small> <small>City</small> <small>State</small> <small>Zip Code</small> 2) <small>Name</small> <small>Street Address</small> <small>City</small> <small>State</small> <small>Zip Code</small>						
<b>5. Purpose:</b> (optional; see instructions)	The purpose of the corporation shall be: To engage in any lawful business activities						
<b>6. Name, Address and Signature of Incorporator:</b> (attach additional page if more than one incorporator)	Haisam Hamic <b>X</b> <small>Name</small> <small>Incorporator Signature</small> Edificio Ultramar Plaza, Apt. #4A 47th Street <small>Panama City, Panama</small> <small>State</small> <small>Zip Code</small> <small>Address</small> <small>City</small> <small>State</small> <small>Zip Code</small>						
<b>7. Certificate of Acceptance of Appointment of Registered Agent:</b>	I hereby accept appointment as Registered Agent for the above named Entity. <b>X</b> _____ <small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small> <small>Date</small>						

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles  
 Revised: 3-10-11

**HAVANA FURNISHINGS INC.**  
**ADDITIONAL ARTICLES**

**Section 1. Capital Stock**

The aggregate number of shares that the Corporation will have authority to issue is Two Hundred Million (200,000,000) of which One Hundred Million (100,000,000) shares will be common stock, with a par value of \$0.00001 per share, and One Hundred Million (100,000,000) shares will be preferred stock, with a par value of \$0.00001 per share.

The Preferred Stock may be divided into and issued in series. The Board of Directors of the Corporation is authorized to divide the authorized shares of Preferred Stock into one or more series, each of which shall be so designated as to distinguish the shares thereof from the shares of all other series and classes. The Board of Directors of the Corporation is authorized, within any limitations prescribed by law and this Article, to fix and determine the designations, rights, qualifications, preferences, limitations and terms of the shares of any series of Preferred Stock including but not limited to the following:

- (a) The rate of dividend, the time of payment of dividends, whether dividends are cumulative, and the date from which any dividends shall accrue;
  - (b) Whether shares may be redeemed, and, if so, the redemption price and the terms and conditions of redemption;
  - (c) The amount payable upon shares in the event of voluntary or involuntary liquidation;
  - (d) Sinking fund or other provisions, if any, for the redemption or purchase of shares;
  - (e) The terms and conditions on which shares may be converted, if the shares of any series are issued with the privilege of conversion;
  - (f) Voting powers, if any, provided that if any of the Preferred Stock or series thereof shall have voting rights, such Preferred Stock or series shall vote only on a share for share basis with the Common Stock on any matter, including but not limited to the election of directors, for which such Preferred Stock or series has such rights; and,
  - (g) Subject to the foregoing, such other terms, qualifications, privileges, limitations, options, restrictions, and special or relative rights and preferences, if any, of shares or such series as the Board of Directors of the Corporation may, at the time so acting, lawfully fix and determine under the laws of the State of Nevada.
-

The Corporation shall not declare, pay or set apart for payment any dividend or other distribution (unless payable solely in shares of Common Stock or other class of stock junior to the Preferred Stock as to dividends or upon liquidation) in respect of Common Stock, or other class of stock junior the Preferred Stock, nor shall it redeem, purchase or otherwise acquire for consideration shares of any of the foregoing, unless dividends, if any, payable to holders of Preferred Stock for the current period (and in the case of cumulative dividends, if any, payable to holder of Preferred Stock for the current period and in the case of cumulative dividends, if any, for all past periods) have been paid, are being paid or have been set aside for payments, in accordance with the terms of the Preferred Stock, as fixed by the Board of Directors.

In the event of the liquidation of the Corporation, holders of Preferred Stock shall be entitled to received, before any payment or distribution on the Common Stock or any other class of stock junior to the Preferred Stock upon liquidation, a distribution per share in the amount of the liquidation preference, if any, fixed or determined in accordance with the terms of such Preferred Stock plus, if so provided in such terms, an amount per share equal to accumulated and unpaid dividends in respect of such Preferred Stock (whether or not earned or declared) to the date of such distribution. Neither the sale, lease or exchange of all or substantially all of the property and assets of the Corporation, nor any consolidation or merger of the Corporation, shall be deemed to be a liquidation for the purposes of this Article.

#### **Section 2. Acquisition of Controlling Interest.**

The Corporation elects not to be governed by NRS 78.378 to 78.3793, inclusive.

#### **Section 3. Combinations with Interest Stockholders.**

The Corporation elects not to be governed by NRS 78.411 to 78.444, inclusive.

#### **Section 4. Liability.**

To the fullest extent permitted by NRS 78, a director or officer of the Corporation will not be personally liable to the Corporation or its stockholders for damages for breach of fiduciary duty as a director or officer, provided that this article will not eliminate or limit the liability of a director or officer for:

- (a) acts or omissions which involve intentional misconduct, fraud or a knowing violation of law; or
  - (b) the payment of distributions in violation of NRS 78.300, as amended.
- Any amendment or repeal of this Section 4 will not adversely affect any right or protection of a director of the Corporation existing immediately prior to such amendment or repeal.



## Section 5. Indemnification

- (a) **Right to Indemnification.** The Corporation will indemnify to the fullest extent permitted by law any person (the "Indemnitee") made or threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (whether or not by or in the right of the Corporation) by reason of the fact that he or she is or was a director of the Corporation or is or was serving as a director, officer, employee or agent of another entity at the request of the Corporation or any predecessor of the Corporation against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees and disbursements) that he or she incurs in connection with such action or proceeding.
  - (b) **Inurement.** The right to indemnification will inure whether or not the claim asserted is based on matters that predate the adoption of this Section 5, will continue as to an Indemnitee who has ceased to hold the position by virtue of which he or she was entitled to indemnification, and will inure to the benefit of his or her heirs and personal representatives.
  - (c) **Non-exclusivity of Rights.** The right to indemnification and to the advancement of expenses conferred by this Section 5 are not exclusive of any other rights that an Indemnitee may have or acquire under any statute, bylaw, agreement, vote of stockholders or disinterested directors, the Certificate of Incorporation or otherwise.
  - (d) **Other Sources.** The Corporation's obligation, if any, to indemnify or to advance expenses to any Indemnitee who was or is serving at the request as a director, officer employee or agent of another corporation, partnership, joint venture, trust, enterprise or other entity will be reduced by any amount such Indemnitee may collect as indemnification or advancement or expenses from such other entity.
  - (e) **Advancement of Expenses.** The Corporation will, from time to time, reimburse or advance to any Indemnitee the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with defending any proceeding from which he or she is indemnified by the Corporation, in advance of the final disposition of such proceeding; provided that the Corporation has received the undertaking of such director or officer to repay any such amount so advanced if it is ultimately determined by a final and unappealable judicial decision that the director or officer is not entitled to be indemnified for such expenses.
-



ROSS MILLER  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsos.gov



\*181102\*

**Registered Agent  
 Acceptance**  
 (PURSUANT TO NRS 77.310)

This form may be submitted by: a Commercial Registered Agent, Noncommercial Registered Agent or Represented Entity. For more information please visit <http://www.nvsos.gov/index.aspx?page=141>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Acceptance of Appointment by Registered Agent**

In the matter of Havana Furnishings Inc.  
 Name of Represented Business Entity

I, National Registered Agents, Inc. am a:  
 Name of Appointed Registered Agent OR Represented Entity Serving as Own Agent\*

(complete only one)

- a)  commercial registered agent listed with the Nevada Secretary of State,
- b)  noncommercial registered agent with the following address for service of process:

Street Address \_\_\_\_\_ City \_\_\_\_\_ Nevada \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (if different from street address) \_\_\_\_\_ City \_\_\_\_\_ Nevada \_\_\_\_\_ Zip Code \_\_\_\_\_

- c)  represented entity accepting own service of process at the following address:

Title of Office or Position of Person in Represented Entity \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ Nevada \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (if different from street address) \_\_\_\_\_ City \_\_\_\_\_ Nevada \_\_\_\_\_ Zip Code \_\_\_\_\_

and hereby state that on July 15, 2011 I accepted the appointment as registered agent for  
 the above named business entity. Date

X *Kathleen C. Durip, Esq., Sec.*  
 Authorized Signature of R.A. or On Behalf of R.A. Company

July 15, 2011  
 Date

\*If changing Registered Agent when reinstating, officer's signature required.  
 \_\_\_\_\_  
 Signature of Officer Date





**BYLAWS**  
**OF**  
**HAVANA FURNISHINGS INC.**

**I. SHAREHOLDER'S MEETING.**

**.01 Annual Meetings.**

The annual meeting of the shareholders of this Corporation, for the purpose of election of Directors and for such other business as may come before it, shall be held at the registered office of the Corporation, or such other places, either within or without the State of Nevada, as may be designated by the notice of the meeting, on the first week in January of each and every year, at 1:00 p.m., commencing in 2013 but in case such day shall be a legal holiday, the meeting shall be held at the same hour and place on the next succeeding day not a holiday.

**.02 Special Meeting.**

Special meetings of the shareholders of this Corporation may be called at any time by the holders of ten percent (10%) of the voting shares of the Corporation, or by the President, or by the Board of Directors or a majority thereof. No business shall be transacted at any special meeting of shareholders except as is specified in the notice calling for said meeting. The Board of Directors may designate any place, either within or without the State of Nevada, as the place of any special meeting called by the president or the Board of Directors, and special meetings called at the request of shareholders shall be held at such place in the State of Nevada, as may be determined by the Board of Directors and placed in the notice of such meeting.

**.03 Notice of Meeting.**

Written notice of annual or special meetings of shareholders stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be given by the secretary or persons authorized to call the meeting to each shareholder of record entitled to vote at the meeting. Such notice shall be given not less than ten (10) nor more than fifty (50) days prior to the date of the meeting, and such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his/her address as it appears on the stock transfer books of the Corporation.

**.04 Waiver of Notice.**

Notice of the time, place, and purpose of any meeting may be waived in writing and will be waived by any shareholder by his/her attendance thereat in person or by proxy. Any shareholder so waiving shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

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## **.05 Quorum and Adjourned Meetings.**

A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. A majority of the shares represented at a meeting, even if less than a quorum, may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

## **.06 Proxies.**

At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his/her duly authorized attorney in fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

## **.07 Voting of Shares.**

Except as otherwise provided in the Articles of Incorporation or in these Bylaws, every shareholder of record shall have the right at every shareholder's meeting to one (1) vote for every share standing in his/her name on the books of the Corporation, and the affirmative vote of a majority of the shares represented at a meeting and entitled to vote thereat shall be necessary for the adoption of a motion or for the determination of all questions and business which shall come before the meeting.

# **II. DIRECTORS.**

## **.01 General Powers.**

The business and affairs of the Corporation shall be managed by its Board of Directors.

## **.02 Number, Tenure and Qualifications.**

The number of Directors of the Corporation shall be not less than one nor more than thirteen. Each Director shall hold office until the next annual meeting of shareholders and until his/her successor shall have been elected and qualified. Directors need not be residents of the State of Nevada or shareholders of the Corporation.

## **.03 Election.**

The Directors shall be elected by the shareholders at their annual meeting each year; and if, for any cause the Directors shall not have been elected at an annual meeting, they may be elected at a special meeting of shareholders called for that purpose in the manner provided by these Bylaws.

---

## **.04 Vacancies.**

In case of any vacancy in the Board of Directors, the remaining Directors, whether constituting a quorum or not, may elect a successor to hold office for the unexpired portion of the terms of the Directors whose place shall be vacant, and until his/her successor shall have been duly elected and qualified. Further, the remaining Directors may fill any empty seats on the Board of Directors even if the empty seats have never been occupied.

## **.05 Resignation.**

Any Director may resign at any time by delivering written notice to the secretary of the Corporation.

## **.06 Meetings.**

At any annual, special or regular meeting of the Board of Directors, any business may be transacted, and the Board may exercise all of its powers. Any such annual, special or regular meeting of the Board of Directors of the Corporation may be held outside of the State of Nevada, and any member or members of the Board of Directors of the Corporation may participate in any such meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time; the participation by such means shall constitute presence in person at such meeting.

### *A. Annual Meeting of Directors.*

Annual meetings of the Board of Directors shall be held immediately after the annual shareholders' meeting or at such time and place as may be determined by the Directors. No notice of the annual meeting of the Board of Directors shall be necessary.

### *B. Special Meetings.*

Special meetings of the Directors shall be called at any time and place upon the call of the president or any Director. Notice of the time and place of each special meeting shall be given by the secretary, or the persons calling the meeting, by mail, radio, telegram, or by personal communication by telephone or otherwise at least one (1) day in advance of the time of the meeting. The purpose of the meeting need not be given in the notice. Notice of any special meeting may be waived in writing or by telegram (either before or after such meeting) and will be waived by any Director in attendance at such meeting.

### *C. Regular Meetings of Directors.*

Regular meetings of the Board of Directors shall be held at such place and on such day and hour as shall from time to time be fixed by resolution of the Board of Directors. No notice of regular meetings of the Board of Directors shall be necessary.

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**.07 Quorum and Voting.**

A majority of the Directors presently in office shall constitute a quorum for all purposes, but a lesser number may adjourn any meeting, and the meeting may be held as adjourned without further notice. At each meeting of the Board at which a quorum is present, the act of a majority of the Directors present at the meeting shall be the act of the Board of Directors. The Directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

**.08 Compensation.**

By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

**.09 Presumption of Assent.**

A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his/her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

**.10 Executive and Other Committees.**

The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, but no such committee shall have the authority of the Board of Directors, in reference to amending the Articles of Incorporation, adoption a plan of merger or consolidation, recommending to the shareholders the sale, lease, exchange, or other disposition of all or substantially all the property and assets of the dissolution of the Corporation or a revocation thereof, designation of any such committee and the delegation thereto of authority shall not operate to relieve any member of the Board of Directors of any responsibility imposed by law.

**.11 Chairman of Board of Directors.**

The Board of Directors may, in its discretion, elect a chairman of the Board of Directors from its members; and, if a chairman has been elected, he/she shall, when present, preside at all meetings of the Board of Directors and the shareholders and shall have such other powers as the Board may prescribe.

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**.12 Removal.**

Directors may be removed from office with or without cause by a vote of shareholders holding a majority of the shares entitled to vote at an election of Directors.

**III. OFFICERS.**

**.01 Officers Designated.**

The Officers of the Corporation shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a secretary and a treasurer, each of whom shall be elected by the Board of Directors. Such other Officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any Officer may be held by the same person, except that in the event that the Corporation shall have more than one director, the offices of president and secretary shall be held by different persons.

**.02 Election, Qualification and Term of Office.**

Each of the Officers shall be elected by the Board of Directors. None of said Officers except the president need be a Director, but a vice president who is not a Director cannot succeed to or fill the office of president. The Officers shall be elected by the Board of Directors. Except as hereinafter provide, each of said Officers shall hold office from the date of his/her election until the next annual meeting of the Board of Directors and until his/her successor shall have been duly elected and qualified.

**.03 Powers and Duties.**

The powers and duties of the respective corporate Officers shall be as follows:

*A. President.*

The president shall be the chief executive Officer of the Corporation and, subject to the direction and control of the Board of Directors, shall have general charge and supervision over its property, business, and affairs. He/she shall, unless a Chairman of the Board of Directors has been elected and is present, preside at meetings of the shareholders and the Board of Directors.

*B. Vice President.*

In the absence of the president or his/her inability to act, the senior vice president shall act in his place and stead and shall have all the powers and authority of the president, except as limited by resolution of the Board of Directors.

*C. Secretary.*

The secretary shall:

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1. Keep the minutes of the shareholder's and of the Board of Directors meetings in one or more books provided for that purpose;
2. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
3. Be custodian of the corporate records and of the seal of the Corporation and affix the seal of the Corporation to all documents as may be required;
4. Keep a register of the post office address of each shareholder which shall be furnished to the secretary by such shareholder;
5. Sign with the president, or a vice president, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors;
6. Have general charge of the stock transfer books of the corporation; and,
7. In general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him/her by the president or by the Board of Directors.

*D. Treasurer.*

Subject to the direction and control of the Board of Directors, the treasurer shall have the custody, control and disposition of the funds and securities of the Corporation and shall account for the same; and, at the expiration of his/her term of office, he/she shall turn over to his/her successor all property of the Corporation in his/her possession.

*E. Assistant Secretaries and Assistant Treasurers.*

The assistant secretaries, when authorized by the Board of Directors, may sign with the president or a vice president certificates for shares of the Corporation the issuance of which shall have been authorized by a resolution of the Board of Directors. The assistant treasurers shall, respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president or the Board of Directors.

**.04 Removal.**

The Board of Directors shall have the right to remove any Officer whenever in its judgment the best interest of the Corporation will be served thereby.

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**.05 Vacancies.**

The Board of Directors shall fill any office which becomes vacant with a successor who shall hold office for the unexpired term and until his/her successor shall have been duly elected and qualified.

**.06 Salaries.**

The salaries of all Officers of the Corporation shall be fixed by the Board of Directors.

**IV. SHARE CERTIFICATES**

**.01 Form and Execution of Certificates.**

Certificates for shares of the Corporation shall be in such form as is consistent with the provisions of the Corporation laws of the State of Nevada. They shall be signed by the president and by the secretary, and the seal of the Corporation shall be affixed thereto. Certificates may be issued for fractional shares.

**.02 Transfers.**

Shares may be transferred by delivery of the certificates therefor, accompanied either by an assignment in writing on the back of the certificates or by a written power of attorney to assign and transfer the same signed by the record holder of the certificate. Except as otherwise specifically provided in these Bylaws, no shares shall be transferred on the books of the Corporation until the outstanding certificate therefor has been surrendered to the Corporation.

**.03 Loss or Destruction of Certificates.**

In case of loss or destruction of any certificate of shares, another may be issued in its place upon proof of such loss or destruction and upon the giving of a satisfactory bond of indemnity to the Corporation. A new certificate may be issued without requiring any bond, when in the judgment of the Board of Directors it is proper to do so.

**V. BOOKS AND RECORDS.**

**.01 Books of Accounts, Minutes and Share Register.**

The Corporation shall keep complete books and records of accounts and minutes of the proceedings of the Board of Directors and shareholders and shall keep at its registered office, principal place of business, or at the office of its transfer agent or registrar a share register giving the names of the shareholders in alphabetical order and showing their respective addresses and the number of shares held by each.

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**.02 Copies of Resolutions.**

Any person dealing with the Corporation may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board of Directors or shareholders, when certified by the president or secretary.

**VI. CORPORATE SEAL.**

The Corporation is not required to have a seal.

**VII. LOANS.**

No loans shall be made by the Corporation to its Officers or Directors

**VIII. INDEMNIFICATION OF DIRECTORS AND OFFICERS.**

**.01 Indemnification.**

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a Director, Trustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Trustee, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action proceeding, had reasonable cause to believe that such person's conduct was unlawful.

**.02 Derivative Action**

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in the Corporation's favor by reason of the fact that such person is or was a Director, Trustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Trustee, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) and amount paid in settlement actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to

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the best interests of the Corporation, and, with respect to amounts paid in settlement, the settlement of the suit or action was in the best interests of the Corporation; provided, however, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of such person's duty to the Corporation unless and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper. The termination of any action or suit by judgment or settlement shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation.

**.03 Successful Defense.**

To the extent that a Director, Trustee, Officer, employee or Agent of the Corporation has been successful on the merits or otherwise, in whole or in part in defense of any action, suit or proceeding referred to in Paragraphs .01 and .02 above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

**.04 Authorization.**

Any indemnification under Paragraphs .01 and .02 above (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, Trustee, Officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Paragraphs .01 and .02 above. Such determination shall be made (a) by the Board of Directors of the Corporation by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, by a majority vote of the Directors who were not parties to such action, suit or proceeding, or (c) by independent legal counsel (selected by one or more of the Directors, whether or not a quorum and whether or not disinterested) in a written opinion, or (d) by the Shareholders. Anyone making such a determination under this Paragraph .04 may determine that a person has met the standards therein set forth as to some claims, issues or matters but not as to others, and may reasonably prorate amounts to be paid as indemnification.

**.05 Advances.**

Expenses incurred in defending civil or criminal action, suit or proceeding shall be paid by the Corporation, at any time or from time to time in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Paragraph .04 above upon receipt of an undertaking by or on behalf of the Director, Trustee, Officer, employee or agent to repay such amount unless it shall ultimately be by the Corporation is authorized in this Section.

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**.06 Nonexclusivity.**

The indemnification provided in this Section shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of shareholders or disinterested Directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Trustee, Officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

**.07 Insurance.**

The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Trustee, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Trustee, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability assessed against such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability.

**.08 "Corporation" Defined.**

For purposes of this Section, references to the "Corporation" shall include, in addition to the Corporation, an constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had the power and authority to indemnify its Directors, Trustees, Officers, employees or agents, so that any person who is or was a Director, Trustee, Officer, employee or agent of such constituent corporation or of any entity a majority of the voting stock of which is owned by such constituent corporation or is or was serving at the request of such constituent corporation as a Director, Trustee, Officer, employee or agent of the corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section with respect to the resulting or surviving Corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

**IX. AMENDMENT OF BYLAWS.**

**.01 By the Shareholders.**

These Bylaws may be amended, altered, or repealed at any regular or special meeting of the shareholders if notice of the proposed alteration or amendment is contained in the notice of the meeting.

**.02 By the Board of Directors.**

These Bylaws may be amended, altered, or repealed by the affirmative vote of a majority of the entire Board of Directors at any regular or special meeting of the Board.

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**X. FISCAL YEAR.**

The fiscal year of the Corporation shall be set by resolution of the Board of Directors.

**XI. RULES OF ORDER.**

The rules contained in the most recent edition of Robert's Rules or Order, Newly Revised, shall govern all meetings of shareholders and Directors where those rules are not inconsistent with the Articles of Incorporation, Bylaws, or special rules or order of the Corporation.

**XII. REIMBURSEMENT OF DISALLOWED EXPENSES.**

If any salary, payment, reimbursement, employee fringe benefit, expense allowance payment, or other expense incurred by the Corporation for the benefit of an employee is disallowed in whole or in part as a deductible expense of the Corporation for Federal Income Tax purposes, the employee shall reimburse the Corporation, upon notice and demand, to the full extent of the disallowance. This legally enforceable obligation is in accordance with the provisions of Revenue Ruling 69-115, 1969-1 C.B. 50, and is for the purpose of entitling such employee to a business expense deduction for the taxable year in which the repayment is made to the Corporation. In this manner, the Corporation shall be protected from having to bear the entire burden of disallowed expense items.

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Number	Shares	
<p><b>HAVANA FURNISHINGS INC.</b> INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA 100,000,000 SHARES COMMON STOCK AUTHORIZED, \$0.00001 PAR VALUE</p>		
<p><i>This certifies that is the owner of</i></p>	<p>CUSIP SEE REVERSE FOR CERTAIN DEFINITIONS</p>	
	<p>FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF</p>	
<p><b>HAVANA FURNISHINGS INC.</b> transferable on the books of the corporation in person or by duly authorized attorney upon surrender of this certificate properly endorsed. This certificate and the shares represented hereby are subject to the laws of the State of Nevada, and to the Articles of Incorporation and Bylaws of the Corporation, as now or hereafter amended. This certificate is not valid unless countersigned by the Transfer Agent. WITNESS the facsimile seal of the Corporation and the signature of its duly authorized officers</p>		
PRESIDENT	[SEAL]	SECRETARY



The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	as tenants in common	UNIF GIFT MIN ACT _____	Custodian _____
TEN ENT	as tenants by the entireties	(Cust)	(Minor)
JT TEN	as joint tenants with the right of survivorship and not as tenants in common	Act _____	(State)

Additional abbreviations may also be used though not in the above list.

For value received , \_\_\_\_\_ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF ASSIGNEE)

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

\_\_\_\_\_ shares of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

\_\_\_\_\_, Attorney to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated \_\_\_\_\_

X \_\_\_\_\_

THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER. THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions)

SIGNATURE GUARANTEED:

**TRANSFER FEE WILL APPLY**

\_\_\_\_\_



Sharon D. Mitchell, Attorney at Law  
SD Mitchell & Associates, PLC  
829 Harcourt Rd. · Grosse Pointe Park, Michigan 48230  
57492 Onaga Trail · Yucca Valley, California 92284  
1410 Washington Drive · Stafford, Virginia 22554  
(248) 515-6035 (Telephone) · (248) 751-6030 (Facsimile)  
sharondmac@att.net

\* *Admitted in Michigan*

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1 September 2011

Mr. Haisam Hamie  
President  
Havana Furnishings, Inc.  
Edificio Ultramar Plaza  
Apt. #4A 47<sup>th</sup> Street  
Panama City, Panama

Re: Form S-1 Registration Statement

Dear Mr. Hamie:

You have requested that we furnish you our legal opinion with respect to the legality of the following described securities of Havana Furnishings, Inc. (the "Company") covered by a Form S-1 Registration Statement ("Registration Statement"), filed with the Securities and Exchange Commission for the purposed of registering such securities under the Securities Act of 1933:

1. 4,000,000 shares of common stock, \$0.00001 par value ("Common Stock")

In connection with this opinion, we have examined the corporate records of the Company, including the Company's Certificate of Incorporation, Bylaws, and the Registration Statement and Prospectus, as well as such other documents and records as we deemed relevant in order to render this opinion. In our examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed, photostatic or facsimile copies and the authenticity of the originals of such copies.

Based on the forgoing and in reliance thereon, and subject to the qualification and limitations set forth below, we are of the opinion that the Company is duly organized in the State of Nevada, validly existing and in good standing as a corporation under the laws of the State of Nevada.

It is our opinion that all of the 4,000,000 shares of Common Stock described in the S-1 Registration Statement, when issued in accordance with the terms and conditions set forth in the Registration Statement, will be fully authorized, validly issued, fully paid and non-assessable.

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Mr. Haisam Hamie  
Havana Furnishings, Inc.  
1 September 2011  
Page 2 of 2

Nothing herein shall be deemed to relate to or to constitute an opinion concerning any matters not specifically set forth above. The foregoing opinions relate only to matters of the internal law of the State of Nevada without reference to conflict of laws and to matters of federal law, and we do not purport to express any opinion on the laws of any other jurisdiction.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission as an exhibit to the Registration Statement and further consent to statements made therein regarding our firm and use of our name under the heading "Legal Matters" in the Prospectus constituting a part of such Registration Statement.

With best regards,

SHARON D. MITCHELL  
Sharon D. Mitchell

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**CONSULTING AGREEMENT**

THIS AGREEMENT (the "Agreement") is made this 15<sup>th</sup> day of July, 2011, between Havana Furnishings Inc., a Nevada corporation (hereinafter referred to as the "Company"), and Executive Consulting Services, (ECS) Group, hereinafter referred to as "Consultant."

**RECITALS**

A. The Company desires to be assured of the association and services of Consultant in order to avail itself of Consultant's experience, skills, abilities, background and knowledge, to advise it upon administrative and business operations, and is therefore willing to engage Consultant upon the terms and conditions herein contained.

B. Consultant agrees to be engaged and retained by the Company and upon said terms and conditions.

NOW, THEREFORE, in consideration of the recitals, promises and conditions in this Agreement, the Consultant and the Company agree as follows:

1. **CONSULTING SERVICES.** The Company hereby retains Consultant to advise it regarding its administrative and business operations.
  2. **TERM.** The term of this Agreement shall be for a period of twelve months commencing July 1, 2011, and is renewable for successive six month terms by mutual agreement of the parties.
  3. **COMPENSATION OF CONSULTANT.** The Company hereby agrees to compensate Consultant \$1,000 per month payable on the first business day of the month.
  4. **RELATIONSHIP OF PARTIES.** This Agreement shall not constitute an employer-employee relationship. It is the intention of each party that Consultant shall be an independent contractor and not an employee of the Company. Consultant shall not have authority to act as the agent of the Company except when such authority is specifically delegated to Consultant by the Company. Subject to the express provisions herein, the manner and means utilized by Consultant in the performance of Consultant's services hereunder shall be under the sole control of the Consultant. All compensation paid to Consultant hereunder shall constitute earnings to Consultant from self-employment income. The Company shall not withhold any amounts therefrom as federal or state income tax withholding from wages or as employee contributions under the Federal Insurance Contributions Act (Social Security) or any similar federal or state law applicable to employers and employees.
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5. NOTICES. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when personally served in writing or when deposited in the United States mail, postage prepaid, addressed to the other party at the address appearing at the end of this Agreement. Either party may change its address by written notice made in accordance with this section.

6. BENEFIT OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, administrators, executors, successors, subsidiaries and affiliates.

7. GOVERNING LAW. This Agreement is made and shall be governed and construed in accordance with the laws of the state of Washington and it is agreed that jurisdiction and venue of any actions pertaining to this Agreement will be in Spokane, Washington.

8. ASSIGNMENT. Any attempt by either party to assign any rights, duties or obligations which arise under this Agreement without the prior written consent of the other party shall be void, and shall constitute a breach of the terms of this Agreement.

9. ENTIRE AGREEMENT; MODIFICATION. This Agreement constitutes the entire agreement between the Company and the Consultant. No promises, guarantees, inducements, or agreements, oral or written, express or implied, have been made other than as contained in this Agreement. This Agreement can only be modified or changed in writing signed by the party or parties to be charged.

10. LITIGATION EXPENSES. If any action at law or in equity is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to any other relief to which it may be entitled.

In witness whereof, the parties have executed the day and year first above written.

**HAVANA FURNISHINGS INC.**

**EXECUTIVE CONSULTING  
SERVICES, (ECS) GROUP**

BY: H AISAM HAMIE  
Haisam Hamie, President

NATASHA LYSIAK  
Natasha Lysiak, Owner

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation in this Registration Statement on Form S-1 of our report dated September 2, 2011 with respect to the audited financial statements of Havana Furnishings, Inc. for the year ended July 31, 2011.

We also consent to the references to us under the heading "Experts" in such Registration Statement.

*Malone Bailey, LLP*

MaloneBailey, LLP  
www.malone-bailey.com  
Houston, Texas

September 2, 2011

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**SUBSCRIPTION AGREEMENT**

Havana Furnishings Inc.  
Edificio Ultramar Plaza  
Apt. #4A 47th Street  
Panama City, Panama

Dear Sir:

Concurrent with execution of this Agreement, the undersigned (the "Purchaser") is purchasing \_\_\_\_\_  
(\_\_\_\_\_) shares of Common Stock of Havana Furnishings Inc. (the "Company") at a price of \$0.01 per Share (the "Subscription Price"). Purchaser hereby confirms the subscription for and purchase of said number of shares and hereby agrees to pay herewith the Subscription Price for such Shares. Purchaser further confirms that Mr. Haisam Hamie solicited him/her/it to purchase the shares of Common Stock of the Company and no other person participated in such solicitation other than Mr. Hamie.

MAKE CHECK PAYABLE TO: Havana Furnishings Inc.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Address of Purchaser

\_\_\_\_\_  
Printed Name of Purchaser

**PLEASE ENSURE FUNDS ARE IN US DOLLARS**

\_\_\_\_\_ X \$0.01 \_\_\_\_\_ = US\$ \_\_\_\_\_  
Number of Shares Purchased Total Subscription Price

Form of Payment: Cash: \_\_\_\_\_ Check #: \_\_\_\_\_ Other: \_\_\_\_\_

**Havana Furnishings Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_





