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CORPORATION SERVICE COMPANY

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ACCOUNT NO. : I20000000195

REFERENCE : 807055 5014227

AUTHORIZATION

Susie Knight

COST LIMIT : \$ 50.00

ORDER DATE : June 9, 2011

ORDER TIME : 2:59 PM

ORDER NO. : 807055-005

CUSTOMER NO: 5014227 PLEASE FILE *1st*

ARTICLES OF MERGER

THE WELLMAN SHOE GROUP, LLC

INTO

THE WELLMAN SHOE GROUP, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
11 JUN -9 AM 8:45

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

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

L11000010798

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
The Wellman Shoe Group, LLC	Florida	Limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
The Wellman Shoe Group, LLC	Delaware	Limited liability company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

2711 Centerville Rd., Suite 400

Wilmington, DE 19808

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 6043 N.W. 167th Street, Suite A-18

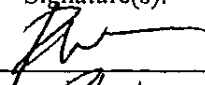
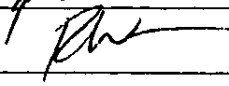
Hialeah, FL 33015

Mailing address: 6043 N.W. 167th Street, Suite A-18

Hialeah, FL 33015

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
The Wellman Shoe Group, LLC		Regina Wellman
The Wellman Shoe Group LLC		Regina Wellman

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan of Merger"), dated as of the ____ day of May, 2011 is by and between The Wellman Shoe Group, LLC, a Florida limited liability company with its principal place of business at 6043 N.W. 167th St., Suite A-18, Hialeah, FL 33015 ("Wellman Shoe"), and The Wellman Shoe Group, LLC, a Delaware limited liability company, with its principal place of business at 6043 N.W. 167th St., Suite A-18, Hialeah, FL 33015 (the "Surviving Company").

WHEREAS, the respective Managers of Wellman Shoe and the Surviving Company deem it advisable for the general welfare and advantage of the respective companies and their respective members to consummate a business combination in which Wellman Shoe will merge with and into the Surviving Company in accordance with the applicable laws of the States of Florida and Delaware (the "Merger");

NOW, THEREFORE, the parties hereto, subject to the approval of W Shoe's members as required by law, in consideration of the premises and of the mutual covenants and agreements contained herein and of the benefits to accrue to the parties hereto, have agreed and do hereby agree that Wellman Shoe be merged with and into the Surviving Company pursuant to the laws of the States of Florida and Delaware, and do hereby agree upon, prescribe and set forth the terms and conditions of the Merger, the method of carrying the same into effect, and the manner and basis of converting membership interests of Wellman Shoe into membership interests of the Surviving Company, as follows:

1. The Merger. Subject to the terms and conditions of this Plan of Merger, at the Effective Time (as defined in Section 2 hereof), Wellman Shoe shall be merged with and into Surviving Company in accordance with the applicable laws of the States of Florida and Delaware, whereupon the separate legal existence of Wellman Shoe shall cease, and Surviving Company shall continue as the surviving company. From and after the Effective Time, the Surviving Company shall possess all the property, rights, privileges, immunities, powers, and franchises and be subject to all the debts, liabilities, obligations, restrictions, disabilities, and duties of Wellman Shoe and the Surviving Company.

2. Effective Time. The Merger shall be effective upon filing with the Florida Secretary of State a Certificate of Merger and this Plan of Merger (the "Effective Time").

3. Effects of the Merger. The Merger shall have the effects set forth in the Florida Limited Liability Company Act and the Delaware Limited Liability Company Act.

4. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of Wellman Shoe or the Surviving Company or any member of Wellman Shoe or the Surviving Company, the membership interests of Wellman Shoe ("Wellman Shoe Membership Interests") shall be converted into membership interests in the Surviving Company. Because 100% of the membership interests of both Wellman Shoe and the Surviving Company are owned by the same entity, it is unnecessary to calculate a conversion ratio for the Merger.

5. Intended Tax Consequences of Merger. For federal income tax purposes, the parties intend that the Merger be treated as a contribution to the capital of the Surviving Company, which contribution is intended to be tax-free as described in Section 721 of the Internal Revenue Code of 1986, as amended (the "Code"). The parties hereto agree not to take any action which could result in the Merger failing to so qualify. For Florida documentary stamp tax purposes, the parties intend that the Merger be treated as a merger of Wellman Shoe with and into the Surviving Company, with the Surviving Company owning all of the real and personal property of Wellman Shoe by operation of law and without need for further documents or instruments of conveyance.

6. The Manager of the Surviving Company. As of the Effective Time, the Manager of the Surviving Company immediately prior to the Effective Time shall remain the Manager of the Surviving Company until a successor is duly appointed.

ACTIVE: 3334169_1