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Account Number : 075471001363
Phone : (305)374-5600
Fax Number : (305)374-5095

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MERGER OR SHARE EXCHANGE

MIA SHOES, INC.

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$78.75

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ARTICLES OF MERGER
MERGING
MIA INTERNATIONAL, INC.
WITH AND INTO
MIA SHOES, INC.

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations hereby deliver the following Articles of Merger for the purposes of merging MIA International, Inc., a Florida corporation, with and into MIA Shoes, Inc., a Delaware corporation.

1. A copy of the Agreement and Plan of Merger adopted by the constituent corporations (the "Plan") is attached hereto as Exhibit A.
2. The merger of MIA International, Inc. with and into MIA Shoes, Inc. shall become effective on the date these Articles of Merger are filed with the Department of State of the State of Florida.
3. The Plan was adopted and approved by the directors and shareholders of MIA International, Inc. on October 20, 2005.
4. The Plan was adopted and approved by the directors and stockholders of MIA Shoes, Inc. on October 20, 2005.

Dated: October 21, 2005.

MIA INTERNATIONAL, INC.

MIA SHOES, INC.

By: _____
Name: Richard Strauss

Title: President

By: _____

Name: Richard Strauss

Title: President

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EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 20, 2005 (this "Agreement"), is by and between MIA International, Inc. a Florida corporation ("International"), and MIA Shoes, Inc., a Delaware corporation ("Shoes").

WHEREAS, International and Shoes desire that International be merged with and into Shoes (the "Merger") and that Shoes be the surviving corporation of the Merger, all as provided in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
THE MERGER**

Section 1.1 The Merger. Upon the terms and subject to the conditions hereof, at the Effective Time (as defined below), International shall be merged with and into Shoes, and the separate existence of International shall thereupon cease, and Shoes, as the surviving corporation in the Merger (hereafter sometimes referred to as the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware. The Merger shall have the effects set forth in the General Corporation Law of the State of Delaware (the "Delaware Corporation Law") and the Business Corporation Act of the State of Florida (the "Florida Corporation Act"). The Merger is intended to qualify as a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended.

Section 1.2 Effective Time of the Merger. Upon the terms and subject to the conditions hereof, a certificate of merger (the "Delaware Certificate of Merger") in the proper form pursuant to Section 251(c) of the Delaware Corporation Law, and a certificate of merger (the "Florida Certificate of Merger") in the proper form pursuant to Section 607.1105 of the Florida Corporation Act, shall each be duly prepared by International and Shoes and thereafter filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida, respectively. The Merger shall become effective as of the date and time when the Delaware Certificate of Merger and the Florida Certificate of Merger are both filed and provided in this Section 1.2 (the "Effective Time").

**ARTICLE II
CERTIFICATE OF INCORPORATION AND BY-LAWS
OF THE SURVIVING CORPORATION**

Section 2.1 Certificate of Incorporation. The Certificate of Incorporation of Shoes at the Effective Time shall be the certificate of incorporation of the Surviving Corporation.

Section 2.2 By-laws. The By-laws of Shoes at the Effective Time shall be the by-laws of the Surviving Corporation.

ARTICLE III **CONVERSION OF SHARES**

Section 3.1 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) All shares of Class A Voting Common Stock, par value \$1.00 per share (the "Shoes Class A Shares"), of Shoes and all shares of the Class B Non-Voting Common Stock, par value \$1.00 per share (the "Shoes Class B Shares"), of Shoes shall remain issued and outstanding.

(b) Each share of Class A Voting Common Stock, no par value per share (the "International Class A Shares"), of International shall be automatically converted into and represent the right to receive one newly-issued Shoes Class A Share. There are no shares of Class B Non-Voting Common Stock, no par value per share (the "International Class B Shares"), of International issued and outstanding.

Section 3.2 Closing of the International Transfer Books. At the Effective Time, the stock transfer books of International shall be closed and no transfers of the International Class A Shares shall thereafter be made.

ARTICLE IV **CAPITALIZATION**

Section 4.1 International. International represents and warrants that the authorized capital stock of International consists of (i) 20,000 International Class A Shares, of which 2,500 shares are issued and outstanding, and (ii) 20,000 International Class B Shares, of which no shares are issued and outstanding.

Section 4.2 Shoes. Shoes represents and warrants that the authorized capital stock of Shoes consists of (i) 25,000 Shoes Class A Shares, of which 2,500 shares are issued and outstanding and (ii) 25,000 Shoes Class B Shares, of which 10,000 shares are issued and outstanding.

ARTICLE V **CONDITIONS**

Section 5.1 Conditions to Each Party's Obligations to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment (or waiver) at or prior to the Effective Time of the following conditions:

(a) This Agreement and the Merger shall have been unanimously approved and adopted by the stockholders of Shoes and the shareholders of International.

(b) No action shall have been taken nor shall any statute, rule or regulation have been enacted that makes the consummation of the Merger illegal or would otherwise prevent the consummation of the Merger.

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(c) No injunction or other order, decree or ruling by any court of competent jurisdiction or by any court of competent jurisdiction or by a governmental regulatory or administrative agency which prevents consummation of the Merger shall have been issued and remain in effect.

(d) All consents, authorizations and approvals of, or exemptions by, or filings with, any governmental or public body required in connection with the Merger shall be in full force and effect.

ARTICLE VI MISCELLANEOUS

Section 6.1 Amendment. This Agreement may not be amended except by an instrument in writing signed on the behalf of each of the parties hereto.

Section 6.2 Waiver. At any time prior to the Effective Time, any term, provision or condition of this Agreement may be waived in writing by the party which is entitled to the benefit thereto.

Section 6.3 Entire Agreement. This Agreement contains the entire agreement between Shoes and International with respect to the Merger and supersedes all prior agreements and understandings with respect thereto.

Section 6.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles thereof, except that the matters related to the internal governance of Shoes shall be governed by Delaware law.

Section 6.5 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.6 Parties in Interest. This Agreement is binding upon and is solely for the benefit of the parties hereto and their respective successors, legal representatives and assigns and none of the provisions hereof shall be enforceable by any third party.

Section 6.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one Agreement.

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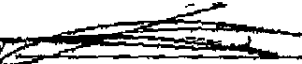
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first above written.

MIA INTERNATIONAL, INC.

By: 
Richard Strauss, President

MIA SHOES, INC.

By: 
Richard Strauss, President

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