

P4600042730



networks

PRESIDENTIAL LEGAL & FINANCIAL SERVICES ACCOUNT NO. : 072100000032

REFERENCE : 959330 4303929

AUTHORIZATION :

Patricia Pigut

COST LIMIT : \$ 122.50

ORDER DATE : May 20, 1996

ORDER TIME : 10:39 AM

ORDER NO. : 959330

CUSTOMER NO: 4303929

EXCH 00117840005

CUSTOMER: Myrna Anne Norman, Legal Asst
GREENBERG TRAURIG HOFFMAN
LIPOFF ROSEN & QUENTEL, P. A.
20th Floor
1221 Brickell Avenue
Miami, FL 33131-3238

DOMESTIC FILING

NAME: SUNGLASS HUT INTERNATIONAL
ACQUISITION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 MAY 20 PM 2:22

RECEIVED
96 MAY 20 AM 10:36
DIVISION OF CORPORATIONS
P4600042730

FILED
SECRETARY OF STATE
DEPARTMENT OF CORPORATIONS

06 MAY 20 PM 2:22

**ARTICLES OF INCORPORATION
OF
SUNGLASS HUT INTERNATIONAL ACQUISITION, INC.**

ARTICLE I

The name of the corporation is Sunglass Hut International Acquisition, Inc. (hereinafter called the "Corporation").

ARTICLE II

The purpose for which the Corporation is organized is to engage in the transaction of any lawful business for which corporations may be incorporated under the laws of the State of Florida.

ARTICLE III

A. **Authorized Capital Stock.** The aggregate number of shares of all classes of stock which the Corporation shall have authority to issue is one hundred one million (101,000,000) shares, consisting of (i) one hundred million (100,000,000) shares of common stock, par value \$.01 per share (the "Common Stock"), and (ii) one million (1,000,000) shares of preferred stock, par value \$.01 per share (the "Preferred Stock").

B. **Provisions relating to Preferred Stock.**

1. **General.** The Preferred Stock may be issued from time to time in one or more classes or series, the shares of each class or series to have such designations and powers, preferences and rights, and qualifications, limitations and restrictions thereof as are stated and expressed herein and in the resolution or resolutions providing for the issue of such class or series adopted by the Board of Directors (the "Board") as hereinafter prescribed.

2. **Preferences.** Authority is hereby expressly granted to and vested in the Board to authorize the issuance of the Preferred Stock from time to time in one or more classes or series, to determine and take necessary proceedings fully to effect the issuance and redemption of any such Preferred Stock and, with respect to each class or series of the Preferred Stock, to fix and state, by resolution or resolutions from time to time adopted providing for the issuance thereof, the following:

(a) whether or not the class or series is to have voting rights, full or limited, or is to be without voting rights;

(b) the number of shares to constitute the class or series and the designations thereof;

(c) the preferences and relative, participating, optional or other special rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to any class or series;

(d) whether or not the shares of any class or series shall be redeemable and if redeemable the redemption price or prices, and the time or times at which and the terms and conditions upon which, such shares shall be redeemable and the manner of redemption;

(e) whether or not the shares of a class or series shall be subject to the operation of retirement or sinking funds to be applied to the purchase or redemption of such shares for retirement, and if such retirement or sinking fund or funds be established, the annual amount thereof and the terms and provisions relative to the operation thereof;

(f) the dividend rate, whether dividends are payable in cash, stock of the Corporation or other property, the conditions upon which and the times when such dividends are payable, the preference to or the relation to the payment of the dividends payable on any other class or classes or series of stock, whether or not such dividend shall be cumulative or noncumulative, and, if cumulative, the date or dates from which such dividends shall accumulate;

(g) the preferences, if any, and the amounts thereof that the holders of any class or series thereof shall be entitled to receive upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Corporation;

(h) whether or not the shares of any class or series shall be convertible into, or exchangeable for, the shares of any other class or classes or of any other series of the same or any other class or classes of the Corporation and the conversion price or prices or ratio or ratios or the rate or rates at which such conversion or exchange may be made, with such adjustments, if any, as shall be stated and expressed or provided for in such resolution or resolutions; and

(i) such other special rights and protective provisions with respect to any class or series as the Board may deem advisable.

The shares of each class or series of the Preferred Stock may vary from the shares of any other class or series thereof in any or all of the foregoing respects. The Board may increase the number of shares of Preferred Stock designated for any existing class or series by a resolution adding to such class or series authorized and unissued shares of the Preferred Stock not designated for any other class or series. The Board may decrease the number of shares of the Preferred Stock designated for any existing class or series by a resolution, subtracting from such series unissued shares of the Preferred Stock designated for such class or series, and the shares so subtracted shall become authorized, unissued and undesignated shares of the Preferred Stock.

C. Provisions Relating to the Common Stock.

1. Voting Rights. Except as otherwise required by law or as may be provided by the resolutions of the Board authorizing the issuance of any class or series of the Preferred Stock, as hereinabove provided, all rights to vote and all voting power shall be vested exclusively in the holders of the Common Stock.

2. Dividends. Subject to the rights of the holders of the Preferred Stock, the holders of the Common Stock shall be entitled to receive when, as and if declared by the Board, out of funds legally available therefor, dividends payable in cash, stock or otherwise.

3. Liquidating Distributions. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, and after the holders of the Preferred Stock shall have been paid in full the amounts to which they shall be entitled, if any, or a sum sufficient for such payment in full shall have been set aside, the remaining net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests to the exclusion of the holders of the Preferred Stock.

ARTICLE IV

The Corporation shall exist perpetually unless sooner dissolved according to law.

ARTICLE V

The name of the Incorporator of the Corporation is Brian J. Walsh, and the address of the Incorporator is 1221 Brickell Avenue, 22nd Floor, Miami, Florida 33131. The Corporation's mailing address and the address of the Corporation's principal office is 255 Alhambra Circle, Coral Gables, Florida 33134. The address of the Corporation's initial registered office in the State of Florida is 1221 Brickell Avenue, 22nd Floor, Miami, Florida

33131, and the name of the Corporation's initial registered agent at such office is Brian J. Walsh.

ARTICLE VI

A. Number and Term of Directors. The Corporation's Board shall consist of not less than three nor more than nine members, with the exact number to be fixed from time to time by resolution of the Board. No decrease in the number of directors shall have the effect of shortening the term of any incumbent director. The Board shall be divided into three classes, Class I, Class II and Class III. The number of directors elected to each class shall be as nearly equal in number as possible. Each director in Class I shall be elected to an initial term to expire at the annual meeting next ensuing, each director in Class II shall be elected to an initial term to expire one year thereafter and each director in Class III shall be elected to an initial term to expire two years thereafter, in each case and until his or her successor is duly elected and qualified or until his or her earlier resignation, death or removal from office. Upon the expiration of the initial terms of office for each class of directors, the directors of each class shall be elected for a term of three years to serve until their successors are duly elected and qualified or until their earlier resignation, death or removal from office.

B. Director Vacancies; Removal. Whenever any vacancy on the Board occurs due to death, resignation, retirement, disqualification, removal, increase in the number of directors or otherwise, a majority of directors in office, although less than a quorum of the entire Board, may fill the vacancy or vacancies for the balance of the unexpired term or terms, at which time a successor or successors shall be duly elected by the shareholders and qualified. The Board shall apportion any increase or decrease in the number of directorships among the classes so as to make the number of directors in each class as nearly equal in number as possible. Notwithstanding the provisions of any other Article herein, only the remaining directors of the Corporation shall have the authority, in accordance with the procedure stated above, to fill any vacancy that exists on the Board. The Company's shareholders shall not, and shall have no power to, fill any vacancy on the Board. Shareholders may remove a director from office prior to the expiration of his or her term, but only for "cause" by an affirmative vote of two-thirds of the outstanding shares of capital stock entitled to vote for the election of directors.

C. Amendments. Notwithstanding anything contained in these Articles of Incorporation to the contrary, this Article VI shall not be altered, amended or repealed except by an affirmative vote of at least two-thirds of the outstanding shares of all capital stock entitled to vote for the election of directors.

ARTICLE VII

The Corporation shall indemnify and may advance expenses to its officers and directors to the fullest extent permitted by law in existence either now or hereafter.

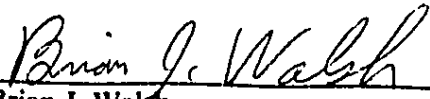
ARTICLE VIII

The Board shall have the power to adopt, amend or repeal the Bylaws of the Corporation or any part thereof.

ARTICLE IX

Call of Special Shareholders Meeting. Except as otherwise required by law and subject to the rights of the holders of the Preferred Stock, special meetings of shareholders of the Corporation may be called only by (i) the Board pursuant to a resolution approved by a majority of the entire Board, (ii) the Company's Chief Executive Officer or (iii) the holders of not less than fifty (50) percent of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting, but only if such holders first deliver to the Corporation's secretary one or more written demands (which shall be signed and dated) describing the purpose or purposes for which the special meeting is to be held, in accordance with all requirements of applicable law. Notwithstanding anything contained in these Articles of Incorporation to the contrary, this Article IX shall not be altered, amended or repealed except by an affirmative vote of at least two-thirds of the outstanding shares of all capital stock entitled to vote at a shareholders' meeting duly called for such purpose.


IN WITNESS WHEREOF, the undersigned, being the Incorporator named above, for the purpose of forming a corporation pursuant to the laws of the State of Florida, has executed these Articles of Incorporation this 17th day of May, 1996.



Brian J. Walsh

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

The undersigned, having been named the Registered Agent of Sunglass Hut International Acquisition, Inc., a Florida corporation, hereby accepts such designation and is familiar with, and accepts, the obligations of such position, as provided in Section 607.0505 of the Florida Business Corporation Act.



Brian J. Walsh
Registered Agent

DATED: May 17, 1996

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 MAY 20 PM 2:22

P96000042730



CREATED DATE
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. : 072100000032

REFERENCE : 006291 4303929

AUTHORIZATION :

COST LIMIT : \$ Patricia Pyzdek

ORDER DATE : July 1, 1996

ORDER TIME : 11:17 AM

ORDER NO. : 006291

CUSTOMER NO: 4303929

CUSTOMER: Myrna Norman, Legal Asst
Greenberg Traurig Hoffman
20th Floor
1221 Brickell Avenue
Miami, FL 33131-3238

600001880536

ARTICLES OF MERGER

SUNGLASS HUT INTERNATIONAL,
INC.

INTO

SUNGLASS HUT INTERNATIONAL
ACQUISITION, INC.

SH 7/2
Merger

FILED
96 JUL -1 AM 9:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

.....
MERGING:

SUNGLASS HUT INTERNATIONAL, INC., a Delaware corporation qualified in
Florida, F95000002519

INTO

SUNGLASS HUT INTERNATIONAL ACQUISITION, INC. which changed its
name to

SUNGLASS HUT INTERNATIONAL, INC., a Florida corporation,
P96000042730

File date: July 1, 1996, effective July 7, 1996

Corporate Specialist: Steven Harris

Account number: 072100000032

Account charged: 122.50

EFFECTIVE DATE

7-7-96

ARTICLES OF MERGER
OF

SUNGLASS HUT INTERNATIONAL, INC., a Delaware corporation

INTO

SUNGLASS HUT INTERNATIONAL ACQUISITION, INC., a Florida corporation

FILED
65 JUL -1 AM 9:23
1996
CLERK OF THE COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1101 and Section 607.1105 of the Florida Business Corporation Act, SUNGLASS HUT INTERNATIONAL, INC., a Delaware corporation ("Sunglass"), and SUNGLASS HUT INTERNATIONAL ACQUISITION, INC., a Florida corporation ("Acquisition"), hereby adopt the following Articles of Merger for the purpose of merging Sunglass with and into Acquisition (the "Merger").

FIRST: The plan of merger, pursuant to Section 607.1101 of the Florida Business Corporation Act ("the "FBCA"), is as set forth in these Articles of Merger, including Exhibits A and B hereto (the "Plan of Merger").

SECOND: The Merger shall not be effective until 12:01 A.M. on Sunday, July 7, 1996 (the "Effective Time"). At the Effective Time, Sunglass shall be merged with and into Acquisition, with Acquisition being the surviving corporation of the Merger (the "Surviving Corporation") and the separate existence of Sunglass shall thereupon cease. The Merger shall have the effects set forth in Section 607.1106 and Section 607.1107 of the FBCA.

THIRD: The Articles of Incorporation of Acquisition as in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation; provided, however, that Article I of the Surviving Corporation's Articles of Incorporation is hereby amended and restated in its entirety, effective as of the Effective Time, to read as follows: "The name of the Corporation is Sunglass Hut International, Inc. (hereinafter called the "Corporation")." Exhibit B hereto sets forth the names and addresses of the officers and directors of Sunglass, which persons shall become the officers and directors of the Surviving Corporation at the Effective Time in accordance with Section 6 of the Agreement and Plan of Merger attached as Exhibit A hereto.

FOURTH: The Plan of Merger was approved at a meeting of the shareholders of Sunglass held on June 4, 1996 by the affirmative vote of a majority of the outstanding shares of Sunglass common stock, and by written consent of the Board of Directors and sole shareholder of Acquisition dated as of May 20, 1996.

IN WITNESS WHEREOF, each of Sunglass and Acquisition have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on this 28th day of June, 1996.

SUNGLASS HUT INTERNATIONAL, INC.

By: 

Jack B. Chadkey
President and Chief Executive Officer

SUNGLASS HUT INTERNATIONAL
ACQUISITION, INC.

By: 

Larry G. Petersen
Vice President

AGREEMENT AND PLAN OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated as of June 4, 1996 (the "Agreement"), is entered into between SUNGLASS HUT INTERNATIONAL ACQUISITION, INC., a Florida corporation ("FLORIDA"), and SUNGLASS HUT INTERNATIONAL, INC., a Delaware corporation ("DELAWARE").

A. DELAWARE has an aggregate authorized capital of 101,000,000 shares of capital stock, consisting of (i) 100,000,000 shares of common stock, \$0.01 par value (the "Delaware Common Stock"), and (ii) 1,000,000 shares of preferred stock, par value \$0.01 per share (the "Delaware Preferred Stock").

B. FLORIDA has an aggregate authorized capital of 101,000,000 shares of capital stock, consisting of (i) 100,000,000 shares of common stock, \$0.01 par value (the "Florida Common Stock"), and (ii) 1,000,000 shares of preferred stock, par value \$0.01 per share (the "Florida Preferred Stock").

C. The respective Boards of Directors of FLORIDA and DELAWARE believe that it is in the best interests of FLORIDA and DELAWARE and their respective shareholders to merge DELAWARE with and into FLORIDA under and pursuant to the provisions of this Agreement, the Delaware General Corporation Law and the Florida Business Corporation Act.

Agreement

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. **MERGER.** DELAWARE shall be merged with and into FLORIDA (the "Merger").
2. **EFFECTIVE DATE.** The Merger shall become effective immediately upon the later of the filing of this Agreement or a certificate of merger with the Secretary of State of Delaware in accordance with the Delaware General Corporation Law and the filing of articles of merger with the Secretary of State of Florida in accordance with the Florida Business Corporation Act (the "Articles of Merger"); provided, however, that if such certificate of merger and articles of merger specify a later time, then the Merger shall become effective upon such specified later time. The time of such effectiveness is hereinafter called the "Effective Date."
3. **SURVIVING CORPORATION.** FLORIDA shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporate existence of DELAWARE shall cease.
4. **ARTICLES OF INCORPORATION.** The Articles of Incorporation of FLORIDA as it exists on the Effective Date shall be the Articles of Incorporation of FLORIDA following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Florida; provided, however, that pursuant to and upon the filing of the Articles of Merger the name of Florida shall be changed to "Sunglass Hut International, Inc."
5. **BYLAWS.** The Bylaws of FLORIDA as they exist on the Effective Date shall be the Bylaws of FLORIDA following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.
6. **BOARD OF DIRECTORS AND OFFICERS.** The members of the Board of Directors and the officers of DELAWARE immediately prior to the Effective Date shall be the members of the Board of Directors and the officers of FLORIDA following the Effective Date, and such persons shall serve in such offices for the

7. **RETIREMENT OF OUTSTANDING FLORIDA STOCK.** Upon the Effective Date, each of the 100 shares of the FLORIDA Common Stock presently issued and outstanding shall be retired, and no shares of FLORIDA Common Stock or other securities of FLORIDA shall be issued in respect thereof.

9. **CONDITIONS TO CONSUMMATION OF THE MERGER.** Consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following conditions: (a) This Agreement and the Merger shall have been adopted and approved by the affirmative vote of the holders of a majority of the votes represented by the shares of Delaware Common Stock outstanding on the record date fixed for determining the shareholders of DELAWARE entitled to vote thereon; (b) DELAWARE and FLORIDA shall have received all consents, orders and approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger; and (c) The Nasdaq National Market shall have authorized the listing, upon official notice of issuance, of the shares of Florida Common Stock to be issued or delivered in connection with the Merger and such authorization shall be in full force and effect on such date.

11. **RIGHTS AND LIABILITIES OF FLORIDA.** At and after the Effective Date, and all in the manner of and as more fully set forth in Section 607.1106 of the Florida Business Corporation Act and Section 259 of the Delaware General Corporation Law, the title to all real estate and other property, or any interest therein, owned by each of DELAWARE and FLORIDA shall be vested in FLORIDA without reversion or impairment; FLORIDA shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of DELAWARE and FLORIDA without reversion or impairment; FLORIDA shall thenceforth be responsible and liable for all the liabilities and obligations of each of DELAWARE and FLORIDA; any claim existing or action or proceeding pending by or against DELAWARE or FLORIDA may be continued as if the Merger did not occur or FLORIDA may be substituted for DELAWARE in the proceeding; neither the rights of creditors nor any liens upon the property of DELAWARE or FLORIDA shall be impaired by the Merger; and FLORIDA shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

12. **TERMINATION.** This Agreement may be terminated and abandoned by action of the respective Board of Directors of DELAWARE and FLORIDA at any time prior to the Effective Date, whether before or after approval by the shareholders of either or both of the parties hereto.

13. **AMENDMENT.** The Board of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided, that an amendment made subsequent to the approval of this Agreement by the shareholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of FLORIDA or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

14. **INSPECTION OF AGREEMENT.** Executed copies of this Agreement will be on file at the principal place of business of FLORIDA at 255 Alhambra Circle, Coral Gables, Florida 33134. A copy of this Agreement shall be furnished by FLORIDA, on request and without cost, to any shareholder of either DELAWARE or FLORIDA.

15. **GOVERNING LAW.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.


16. **SERVICE OF PROCESS.** On and after the Effective Date, FLORIDA agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of DELAWARE or FLORIDA arising from the Merger.

17. **DESIGNATION OF DELAWARE SECRETARY OF STATE AS AGENT FOR SERVICE OF PROCESS.** On and after the Effective Date, FLORIDA irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any suit or other proceeding to enforce the rights of any shareholders of DELAWARE or FLORIDA arising from the Merger. The Delaware Secretary of State is requested to mail a copy of any such process to FLORIDA at 255 Alhambra Circle, Coral Gables, Florida 33134 Attention: President.

18. **REMEDIES.** Any rights and remedies belonging to DELAWARE or FLORIDA and arising in connection with the actions contemplated by this Agreement shall be pursued solely against DELAWARE or FLORIDA, and not against their respective officers, directors or employees. In the event that any officer, director or employee of DELAWARE or FLORIDA becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger or this Agreement, DELAWARE and/or FLORIDA shall advance to such person(s) all reasonable legal and other expenses incurred in connection therewith and shall also indemnify such person(s) against any losses, claims, damages or liabilities to which such person(s) may become subject in connection with the Merger or this Agreement, except to the extent that such indemnification is prohibited by law.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf by its officers duly authorized, all as of the date first above written.

SUNGLASS HUT INTERNATIONAL ACQUISITION,
INC., a Florida corporation

By: 
Larry G. Petersen
Vice President

SUNGLASS HUT INTERNATIONAL, INC.,
a Delaware corporation

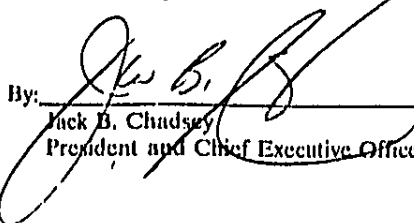
By: 
Jack B. Chadsay
President and Chief Executive Officer

EXHIBIT B

The following persons are the officers and directors of Sunglass, with the respective positions as indicated below, and shall become the officers and directors of the Surviving Corporation in such respective positions at the Effective Time:

<u>Name and Address</u>	<u>Position(s)</u>
Jack B. Chadsey*	President, Chief Executive Officer and Director
Sheila S. Arnold*	Senior Vice President-Merchandising and Marketing
Edward L. Grund*	Senior Vice President-Store Operations, Real Estate and Construction
Larry G. Petersen*	Senior Vice President-Finance, Chief Financial Officer, Secretary and Treasurer
Lesley M. Berkovitz*	Vice President-Human Resources
Martyn E. Holland*	Vice President-Management Information Systems
Charles W. Mineo*	Vice President-Real Estate and Construction
George L. Pita*	Vice President-Finance and International Development, Assistant Secretary and Assistant Treasurer
Marlene M. Marban*	Assistant Secretary
James N. Hauslein*	Chairman of the Board and Director
Rohit M. Desai 540 Madison Avenue, 36th Floor New York, NY 10022	Director
John H. Duerden*	Director
William S. Field*	Director
Robert C. Grayson*	Director
William E. Phillips*	Director

*Unless otherwise indicated, the address of each of the officers and directors listed above is 255 Alhambra Circle, Coral Gables, Florida 33134.

Document Number Only

P96000042730

C T CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, Florida 32301

City

State

Zip

Phone

CORPORATION(S) NAME

100002012581--S
-11/22/96--01059--027
*****35.00 *****35.00

RA Change

Sunglass Hut International, Inc.

- ☐ Profit
☐ NonProfit
☐ Limited Liability Company
☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Limited Liability Partnership
☐ Certified Copy
☐ Call When Ready
☒ Walk In
☐ Mail Out
- ☒ Amendment
☐ Dissolution/Withdrawal
☐ Annual Report
☐ Reservation
☐ Photo Copies
☐ Call if Problem
☐ Will Wait
- ☐ Merge
☐ Mark
☐ Other
☒ Change of R.A.
☐ Fictitious Name
☐ CUS
☐ After 4:30
☒ Pick Up

Name	
Availability	11/22/96
Document Examiner	MDH
Updater	MDH
Verifier	MDH
Acknowledgment	MDH
W.P. Verifier	MDH

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FILE STAMPED

11/22/96

Florida Department of State, Jim Smith, Secretary of State

**STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED
AGENT OR BOTH FOR CORPORATIONS**

Pursuant to the provisions of sections 607.0502, 617.0502, 607.1508, or 617.1508,
Florida Statutes, the undersigned corporation organized under the laws of the State of
Florida submits the following statement in order to change its registered office
or registered agent, or both, in the State of Florida.

1a. The name of the corporation is: _____

SUNGLASS HUT INTERNATIONAL, INC.

1b. Date of incorporation May 20, 1996 Document number P96000042730

2. The name and address of the current registered agent and office:

Brian J. Walsh, 1221 Brickell Avenue, 22nd Floor

Miami, Florida 33131

3. The name and address of the new registered agent and office:
(P.O. Box Not Acceptable)

C T CORPORATION SYSTEM

c/o C T CORPORATION SYSTEM, 1200 South Pine Island Rd., Plantation, Florida 33324

The street address of its registered agent and the street address of the business office
of its registered agent as changed will be identical.

Such change was authorized by resolution duly adopted by its board of directors or by
an officer so authorized by the board.

Marlene M. Marban
SIGNATURE
11/19/96
DATE

MARLENE M. MARBAN
ASST. SECRETARY

Typed or printed name and title

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF
PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED
IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED
AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY
WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COM-
PLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT
THE OBLIGATION OF MY POSITION AS REGISTERED AGENT.

BARBARA A. BURKE
SPECIAL ASSISTANT SECRETARY

SIGNATURE BY: *Barbara A. Burke*
(Registered Agent)
DATE 11/21/96

Division of Corporations, P.O. Box 6327, Tallahassee, FL 32314

CR2E045 (7-91)

(FLA. - 2194 - 3/4/92)

FILING FEE: \$35.00