

P96000042730

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

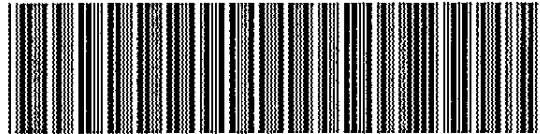
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12/30/02--01001--020 **78.75

Mersen

RECEIVED
02 DEC 27 PM 1:27
DIVISION OF CORPORATION

FILED
02 DEC 31 PM 5:00
TALLAHASSEE, FLORIDA

*00789,00572, 02209, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING:

SUNGLASS HUT CORPORATION, a Florida corporation M66319

INTO

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

File date: December 31, 2002

Corporate Specialist: Annette Ramsey

Document Number Only

C T CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 (850)222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

Sunglass Hut Corporation

merging into:

Sunglass Hut International, Inc.

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Merger

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☒ Certified Copy

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Other

☐ Change of R.A.

☐ Fictitious Name

☐ CUS

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Call if Problem

☐ Will Wait

☐ After 4:30

☒ Pick Up

Name

Availability

Document

Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

12/27

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THANKS

CONNIE BRYAN

File lost



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

December 30, 2002

CT Corporation System
660 East Jefferson St.
Tallahassee, FL 32301

SUBJECT: SUNGLASS HUT INTERNATIONAL, INC.
Ref. Number: P96000042730

RECEIVED
02 DEC 31 PM 2:30
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

We have received your document for SUNGLASS HUT INTERNATIONAL, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

✓ In order to file your document, the subject entity must first be reinstated.

The total amount due to reinstate is \$750.00.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Document Specialist

Letter Number: 402A00067772

12/31

File 2nd

Merger must be dated: Dec. 31, 2002

**ARTICLES OF MERGER
OF
SUNGLASS HUT CORPORATION, a Florida corporation
INTO
SUNGLASS HUT INTERNATIONAL, INC., a Florida corporation**

FILED
02 DEC 31 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1104 and Section 607.1105 of the Florida Business Corporation Act, SUNGLASS HUT CORPORATION, a Florida corporation ("SGH"), and SUNGLASS HUT INTERNATIONAL, INC., a Florida corporation ("INT'L"), hereby adopt the following Articles of Merger for the purpose of merging SGH with and into INT'L (the "Merger").

FIRST: The Plan of Merger, pursuant to Section 607.1104 of the Florida Business Corporation Act (the "FBCA"), is as set forth in these Articles of Merger, including Exhibit A attached hereto (the "Plan of Merger").

SECOND: The Merger shall be effective upon filing with the office of the Florida Secretary of State (the "Effective Time"). At the Effective Time SGH shall be merged with and into INT'L with INT'L being the surviving corporation of the Merger (the "Surviving Corporation") and the separate existence of SGH 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 INT'L as in force and effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation.

FOURTH: The Bylaws of INT'L as in force and effect at the effective date shall be the Bylaws of the Surviving Corporation.

FIFTH: The directors and officers in office of INT'L upon the effective date of the merger shall be the members of the first Board of Directors and the first officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

SIXTH: (i) Each share of SGH's capital stock, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled without any consideration being issued or paid therefor, and (ii) each share of INT'L's capital stock, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, remain issued and outstanding as in effect immediately prior to the Merger.

SEVENTH: The Plan of Merger was approved by written consent of the sole shareholder of SGH and by written consent of the sole shareholder of INT'L dated as of December 27, 2002

IN WITNESS WHEREOF, each of SGH and INT'L have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on December 27, 2002

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

By: Valerio Giacobbi
Valerio Giacobbi, Vice President

**SUNGLASS HUT CORPORATION,
a Florida corporation**

By: Valerio Giacobbi
Valerio Giacobbi, Vice President

AGREEMENT AND PLAN OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated December 27, 2002 (the "Agreement"), is entered into by and between SUNGLASS HUT CORPORATION, a Florida corporation ("SGH"), and SUNGLASS HUT INTERNATIONAL, INC., a Florida corporation ("INT'L") pursuant to Section 607.1104 of the Florida Business Corporation Act (the "FBCA").

The respective Boards of Directors of SGH and INT'L believe that it is in the best interests of SGH and INT'L and their respective shareholders to merge SGH with and into INT'L under and pursuant to the provisions of this Agreement and the FBCA.

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** SGH shall be merged with and into INT'L (the "Merger").

EFFECTIVE DATE. The Merger shall become effective immediately upon the later of the filing of this Agreement or the filing of Articles of Merger with the Secretary of State of Florida in accordance with the FBCA; 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".

SURVIVING CORPORATION. INT'L shall be the surviving corporation (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 SGH shall cease.

ARTICLES OF INCORPORATION. The Articles of Incorporation of INT'L as it exists on the Effective Date shall be the Articles of Incorporation of the Surviving Corporation following the Effective Date.

BYLAWS. The Bylaws of INT'L as they exist on the Effective Date shall be the Bylaws of the Surviving Corporation following the Effective Date.

BOARD OF DIRECTORS AND OFFICERS. The members of the Board of Directors and the officers of INT'L immediately prior to the Effective Date shall be the members of the Board of Directors and the officers of the Surviving Corporation following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in INT'L's Articles of Incorporation and Bylaws, or until their respective successors are elected and qualified.

CAPITAL STOCK. (i) Each share of SGH's capital stock, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled without any consideration being issued or paid therefore, and (ii) each share of INT'L's capital stock, issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, remain issued and outstanding as in effect immediately prior to the Merger.

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

AMENDMENT. The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date.

INSPECTION OF AGREEMENT. Executed copies of this Agreement will be on file at the principal place of business of INT'L at 4000 Luxottica Place, Mason, Ohio 45040. A copy of this Agreement shall be furnished by INT'L on request and without cost, to any shareholder of either SGH or INT'L.

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.

SERVICE OF PROCESS. On and after the Effective Date, INT'L agrees that it may be served with process in Florida in any proceeding for enforcement of any obligation of SGH and INT'L arising from the Merger.

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 CORPORATION,
a Florida corporation

By: Valerio Giacobbi
Valerio Giacobbi, Vice President

SUNGLASS HUT INTERNATIONAL, INC.,
a Florida corporation

By: Valerio Giacobbi
Valerio Giacobbi, Vice President