

P96000042730

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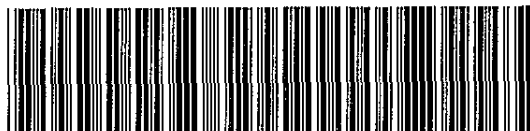
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*Menger*

RECEIVED  
03 MAR 17 PM 12:03  
LETTERS & STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED  
03 MAR 17 PM 4:21  
TALLAHASSEE, FLORIDA

*APR 3/18/03*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SHADESCOM, INC., a Florida corporation P99000003434

INTO

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

File date: March 17, 2003

Corporate Specialist: Annette Ramsey

**CT CORPORATION**

March 17, 2003

Secretary of State, Florida  
409 East Gaines Street  
Tallahassee FL 32399

Re: Order #: 5808178 SO  
Customer Reference 1:  
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Shadescom, Inc. (FL)  
Merger (Discontinuing Company)  
Florida

Please return a certified copy along with regular evidence.

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Jeffrey J Netherton  
Sr. Fulfillment Specialist  
Jeff\_Netherton@cch-lis.com

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

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

**FILED**  
**03 MAR 17 PM 4:21**  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1104 and Section 607.1105 of the Florida Business Corporation Act, SHADESCOM, INC., a Florida corporation ("SHADES"), and SUNGLASS HUT INTERNATIONAL, INC., a Florida corporation ("INT'L"), hereby adopt the following Articles of Merger for the purpose of merging SHADES 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 SHADES 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 SHADES 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 SHADES' 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 SHADES and by written consent of the sole shareholder of INT'L dated as of March 14, 2003.

**IN WITNESS WHEREOF**, each of SHADES 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 March 14, 2003.

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

By: Valerio Jacobbi  
Valerio Jacobbi, Vice President

**SHADESCOM, INC.**  
**a Florida corporation**

By: Valerio Jacobbi  
Valerio Jacobbi, Vice President

## AGREEMENT AND PLAN OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated March 14, 2003 (the "Agreement"), is entered into by and between SHADESCOM, INC., a Florida corporation ("SHADES"), 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 SHADES and INT'L believe that it is in the best interests of SHADES and INT'L and their respective shareholders to merge SHADES 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** SHADES 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 SHADES 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 SHADES' 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 SHADES 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 SHADES 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 SHADES 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.

**SHADESCOM, INC.**  
a Florida corporation

By: Valerio Giacobbi  
Valerio Giacobbi, Vice President

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

By: Valerio Giacobbi  
Valerio Giacobbi, Vice President