

623735

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

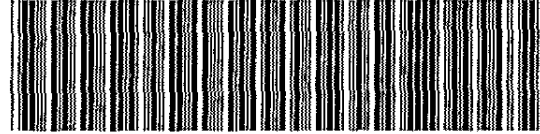
(Document Number)

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*merger
Thevis*

07/23/07--01036--007 **78.75

*Effective date
7/31/07*

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 JUL 23 AM 11:10

FILED

LURIO & ASSOCIATES, P.C.

ATTORNEYS AT LAW

SUITE 2340

ONE COMMERCE SQUARE

2005 MARKET STREET

PHILADELPHIA, PENNSYLVANIA 19103-7015

(215) 665-9300

FAX (215) 665-8582

DOUGLAS M. LURIO**
MARGARET SHERRY LURIO*
SHAILA PRABHAKAR*

**MEMBER PENNSYLVANIA & FLORIDA BARS
*MEMBER PENNSYLVANIA & NEW JERSEY BARS

August 7, 2007

VIA FEDERAL EXPRESS

Ms. Thelma Lewis
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Parthenon Prints, Inc.

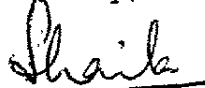
Dear Ms. Lewis:

Please find enclosed duly executed Articles of Merger ("Articles") for filing in accordance with the Florida Statutes. Please note that the enclosed Articles are being filed pursuant to your letter dated July 31, 2007, a copy of which is enclosed. This will confirm our telephone conversation of Friday, August 3, 2007, during which you indicated that the enclosed Articles will bear the filing date of July 23, 2007 (the date of the original filing).

The filing fee of \$35 per party and \$8.75 for a certified copy of the Articles have already been paid by a check in the total amount of \$78.75 which accompanied the original filing.

Kindly return a certified copy of the Articles in the enclosed envelope.

Sincerely,



Shaila Prabhakar

Encl. -

LURIO & ASSOCIATES, P.C.

ATTORNEYS AT LAW

DOUGLAS M. LURIO**
MARGARET SHERRY LURIO*
SHAILA PRABHAKAR*

SUITE 2340
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**MEMBER PENNSYLVANIA & FLORIDA BARS
*MEMBER PENNSYLVANIA & NEW JERSEY BARS

(215) 665-9300
FAX (215) 665-8582

July 20, 2007

VIA FEDERAL EXPRESS

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

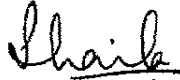
Re: New London Textile, Inc. and Parthenon Prints, Inc.

Dear Sir/Madam:

Please find enclosed duly executed Articles of Merger for filing in accordance with the Florida Statutes. Also enclosed is a check in the amount of \$78.75 to cover the filing fee of \$35 per party and \$8.75 for a certified copy of the Articles.

Please call me if you require additional information.

Sincerely,



Shaila Prabhakar

Encl.—

cc: Ms. Dorothy Harris (w/o encl.)



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 31, 2007

SHAILA PRABHAKAR
LURIO & ASSOCIATES, P.C.
SUITE 2340, 2003 MARKET STREET
PHILADELPHIA, PA 19103-7015

SUBJECT: PARTHENON PRINTS, INC.
Ref. Number: 623735

We have received your document for PARTHENON PRINTS, INC. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Articles of Merger for a Florida or foreign profit corporation are filed pursuant to section 607.1105, Florida Statutes. A merger form is enclosed.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6905.

Thelma Lewis
Document Specialist Supervisor

Letter Number: 707A00047443

(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

Second: The name and jurisdiction of each merging corporation:

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 07 / 31 / 2007 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 7/17/2007

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 7/17/2007

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

New London Textile, Inc.

Harold Karp

Dorothy Harris, Chief Financial Officer

Parthenon Prints, Inc.

Robert H. Kasser

Dorothy Harris, Chief Financial Officer

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

New London Textile, Inc.

The name and jurisdiction of each subsidiary corporation:

Name

Parthenon Prints, Inc.

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached "Agreement And Plan Of Merger."

(Attach additional sheets if necessary)

- . If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

See attached "Agreement And Plan Of Merger."

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

See attached "Agreement And Plan Of Merger."

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 17th day of July, 2007, by and between NEW LONDON TEXTILE, INC., a Delaware corporation ("NEW LONDON"), and PARTHENON PRINTS, INC., a Florida corporation ("PARTHENON").

BACKGROUND

Subject to the terms and conditions of this Agreement, NEW LONDON will be merged with and into PARTHENON (hereinafter referred to as the "Merger") in accordance with the provisions of the Delaware General Corporation Law (the "DEGCL") and Chapter 607 of the Florida Statutes Annotated ("FSA").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions contained herein and intending to be legally bound hereby, NEW LONDON and PARTHENON agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger.

A. Subject to the terms and conditions of this Agreement and in accordance with the DEGCL and the FSA, NEW LONDON will be merged with and into PARTHENON at the Effective Time (as defined in Article 1.1B hereof), and the separate existence of NEW LONDON shall cease and PARTHENON shall be the surviving corporation (the "Surviving Company") continuing its corporate existence under the laws of the State of Florida.

B. Promptly after the execution and delivery of this Agreement, a Certificate of Merger (substantially in the form of Exhibit "A" attached hereto) shall be filed with the Delaware Department of State in accordance with the provisions of Section 252 of the DEGCL. At the same time, Articles of Merger (substantially in the form of Exhibit "B" attached hereto) shall be filed with the Florida Department of State's Division of Corporations in accordance with the provisions of Section 607.1109 of the FSA. NEW LONDON and PARTHENON have executed and delivered each of the Certificate and Articles of Merger concurrently with the execution and delivery of this Agreement. As stated in each of the Certificate and Articles of Merger, the Merger shall become effective on July 31, 2007 at 12:00 a.m. ("Effective Time").

C. At the Effective Time, the Merger shall have the legal effect provided in Subchapter IX of the DEGCL and in Section 607.11101 of the FSA.

D. PARTHENON and NEW LONDON intend that the merger shall qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code") and intend that the merger, along with the Plan, shall constitute a "plan of reorganization" within the meaning of Section 368 of the Code.

1.2 Conversion of Stock. At the Effective Time, each of the 124 shares of Common Stock, without par value, of NEW LONDON ("NEW LONDON Common Stock"), then issued and outstanding shall, by virtue of the Merger and without any action on the part of NEW LONDON or the holder thereof, be converted into and represent the right to receive, as provided in Article 1.3, one-half (1/2) of a share of Common Stock, \$10 par value, of PARTHENON, or an aggregate of 62 shares (such stock is referred to as the "Surviving Company Common Stock"). At the Effective Time, each of the 100 shares of Common Stock, \$10 par value, of PARTHENON, then issued and outstanding shall, by virtue of the Merger and without any action on the part of PARTHENON or the holder thereof, be cancelled and retired.

1.3 Exchange of Stock. At and after the Effective Time, the three former shareholders of NEW LONDON shall deliver to the Surviving Company the certificates representing their NEW LONDON Common Stock. In exchange for such certificates, each of the former shareholders shall receive from the Surviving Company a certificate representing 20 2/3 shares of Surviving Company Common Stock. The Surviving Company Common Stock shall be validly and duly authorized by the Surviving Company, fully paid and nonassessable.

1.4 No Further Rights or Transfers. At and after the Effective Time, each of the shareholders of NEW LONDON Common Stock shall cease to have any rights as a shareholder of NEW LONDON, except for the right to surrender his or her certificate to the Surviving Company in exchange for the Surviving Company Common Stock pursuant to Article 1.3.

1.5 Articles of Incorporation. The Articles of Incorporation of PARTHENON existing at the Effective Time shall continue in full force as the Articles of Incorporation of the Surviving Company until amended or repealed as provided in the Articles or as provided by law.

1.6 By-laws. The By-laws of PARTHENON in effect immediately prior to the Effective Time shall be the By-laws of the Surviving

Company at and after the Effective Time until thereafter amended as provided by law.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of NEW LONDON. NEW LONDON on its own behalf and on behalf of its directors and shareholders, represents and warrants to PARTHENON the following:

A. Corporate Organization. NEW LONDON is a corporation duly organized, existing and in good standing under the laws of the State of Delaware, with all requisite power, authority, and licensing (corporate and other) to own, operate and lease its properties and carry on its business as now being conducted.

B. Capitalization. The authorized capital stock of NEW LONDON consists of 1,000 shares of Common Stock, without par value. As of the date of this Agreement, there are a total of 200 shares of issued and outstanding NEW LONDON Common Stock, of which 124 shares are owned of record and beneficially in equal shares by each of Theonne A. Harris, Gus A. Harris, Jr., and Dorothy Harris, and 76 shares are held as treasury stock. All of such issued and outstanding shares of NEW LONDON Common Stock are validly issued and duly authorized by NEW LONDON and are fully paid and nonassessable. Except for the issued and outstanding shares described above, there are no shares of capital stock or other equity securities of NEW LONDON issued and outstanding, and there are no (i) subscriptions, options or warrants, calls or conversion, exchange or other rights to purchase or acquire any securities of NEW LONDON, and no securities of NEW LONDON are reserved for issuance for any purpose, or (ii) contracts, commitments, agreements or understandings that have not been fully performed or any agreements, or restrictions to which NEW LONDON is a party or is bound or relating to any shares of capital stock or other securities of NEW LONDON, whether or not outstanding.

C. Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the unanimous written consent of the directors and shareholders of NEW LONDON and no other corporate proceedings on the part of NEW LONDON are necessary to authorize this Agreement or to carry out the transactions contemplated thereby. NEW LONDON has the right, power and authority to enter into and perform this Agreement and this Agreement constitutes the valid and binding Agreement of NEW LONDON, enforceable in accordance with its terms, except as such

enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and subject to the discretion of a Court in granting equitable remedies.

D. Conflicts with Instruments. Except for the consent to the Merger required to be obtained from PNC Bank, neither the execution or delivery of this Agreement by NEW LONDON or the consummation of the transactions contemplated by this Agreement by it nor the compliance with the terms of this Agreement by it will: (i) violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice of lapse of time or both, would constitute a default) under or result in the termination, give others a right of termination, acceleration or cancellation of, or accelerate the performance required by, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties of NEW LONDON, or result in being declared void, voidable or without further binding effect, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, franchise, lease, contract, agreement or other instrument or commitment or obligation to which NEW LONDON is a party, or by which it or any of its properties may be bound or affected; or (ii) violate any provision of any permit, license, certificate or registration to which it is subject or pursuant to which it conducts business.

E. Blue Sky. The issuance of the Surviving Company Common Stock by PARTHENON is exempt from the registration requirements of the Florida Securities and Investor Protection Act pursuant to Section 517.061 of the FSA, which exempts from registration the sale of securities in connection with mergers.

F. Due Diligence. NEW LONDON and its directors and shareholders have made such independent investigations of the operations, properties, business, financial condition and prospects of PARTHENON, as each of them, in the exercise of their respective business judgment considers to be appropriate under the circumstances. NEW LONDON and its directors and shareholders are each familiar with the nature and risks attending investments in securities and the operation of businesses such as PARTHENON. NEW LONDON and its directors and shareholders each have knowledge and experience in financial and business matters in general and specific experience in operating businesses similar to that of PARTHENON and therefore are each capable of evaluating the merits and risks of the transactions contemplated by this Agreement.

G. Non-Registration. NEW LONDON and its directors and shareholders are each aware that the Surviving Company Common Stock will not be registered under the Securities Act of 1933, as amended, or under any state securities laws; that there are

substantial restrictions on the transfer of the Surviving Company Common Stock; and that there will be no public market for the Surviving Company Common Stock and it may not be possible to liquidate the Surviving Company Common Stock on a timely basis.

H. Prospectus. Based upon their sophistication and business experience and upon the complete and independent investigation and due diligence of PARTHENON, its operations, properties, business, financial condition and prospects, that they have undertaken, NEW LONDON and its directors and shareholders have each determined that it is not necessary that an official statement, offering circular, memorandum, proxy statement, or prospectus be prepared and delivered to them in connection with the transactions contemplated by this Agreement.

I. Investment Representation. Each of the shareholders of NEW LONDON is acquiring the Surviving Company Common Stock for investment purposes only and with no present intention of resale or distribution of the Surviving Company Common Stock and has no present contract, undertaking, agreement or arrangement with any person or entity to sell or transfer the Surviving Company Common Stock to such person or entity or to anyone else.

2.2 Representations and Warranties of PARTHENON. PARTHENON on its own behalf and on behalf of each of its directors and sole shareholder, represents and warrants to NEW LONDON the following:

A. Corporate Organization. PARTHENON is a corporation duly organized, existing and in good standing under the laws of the State of Florida, with all requisite power, authority and licensing (corporate and other) to own, operate and lease its properties and carry on its business as now being conducted.

B. Capitalization. The authorized capital stock of PARTHENON consists of 100 shares of Common Stock, \$10.00 par value. As of the date of this Agreement, there are a total of 100 shares of issued and outstanding PARTHENON Common Stock, all of which are owned of record and beneficially by NEW LONDON. All of such issued and outstanding shares of PARTHENON Common Stock are validly issued and duly authorized by PARTHENON and are fully paid and nonassessable. Except for the issued and outstanding shares described above, there are no shares of capital stock or other equity securities of PARTHENON issued and outstanding, and there are no (i) subscriptions, options or warrants, calls or conversion, exchange or other rights to purchase or acquire any securities of PARTHENON, and no securities of PARTHENON are reserved for issuance for any purpose, or (ii) contracts, commitments, agreements or understandings that have not been fully performed or any agreements, or restrictions to which PARTHENON is a party or is

bound or relating to any shares of capital stock or other securities of PARTHENON, whether or not outstanding. Following the Merger and as a result thereof, there will be 62 shares of Surviving Company Common Stock issued and outstanding as follows:

Theonne A. Harris	-	20 2/3
Gus A. Harris, Jr.	-	20 2/3
Dorothy Harris	-	20 2/3

C. Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the unanimous written consent of the sole director and shareholder of PARTHENON and no other corporate proceedings on the part of PARTHENON are necessary to authorize this Agreement or to carry out the transactions contemplated hereby. PARTHENON has the right, power and authority to enter into and perform this Agreement and this Agreement constitutes the valid and binding agreement of PARTHENON, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and subject to the discretion of a Court in granting equitable remedies.

D. Conflicts with Instrument. Except for the consent to the Merger required to be obtained from PNC Bank, neither the execution or delivery of this Agreement by PARTHENON or the consummation of the transactions contemplated by this Agreement by it nor the compliance with the terms of this Agreement by it will: (i) violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under or result in the termination, give others a right of termination, acceleration or cancellation of, or accelerate the performance required by, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties of PARTHENON, or result in being declared void, voidable or without further binding effect, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, franchise, lease, contract, agreement or other instrument or commitment or obligation to which PARTHENON is a party, or by which it or any of its properties may be bound or affected; or (ii) violate any provision of any permit, license, certificate or registration to which it is subject or pursuant to which it conducts business.

E. Due Diligence. PARTHENON and its sole director and shareholder have each made such independent investigations of the operations, properties, business, financial condition and prospects of NEW LONDON, as each of them, in the exercise of their respective business judgment considers to be appropriate under the

circumstances. PARTHENON and its sole director and shareholder are each familiar with the nature of and risks attending the operations of businesses such as NEW LONDON. PARTHENON and its directors and sole shareholder each have knowledge and experience in financial and business matters in general and therefore are capable of evaluating the merits and risks of the transactions contemplated by this Agreement.

F. Prospectus. Based upon their sophistication and business experience and upon the complete and independent investigation and due diligence of NEW LONDON, its operations, properties, business, financial condition and prospects, that they have undertaken, PARTHENON and its directors and sole shareholder have each determined that it is not necessary that an official statement, offering circular, memorandum, proxy statement, or prospectus be prepared and delivered to them in connection with the transactions contemplated by this Agreement.

ARTICLE 3

MISCELLANEOUS

3.1 Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by mutual action of the Directors of each of NEW LONDON and PARTHENON. In the event of the termination of this Agreement, this Agreement shall become void and have no effect, and neither party hereto shall have any liability to the other party hereto or to their respective directors or shareholders.

3.2 Expiration of Representations, Warranties. The respective representations and warranties contained in this Agreement shall not survive the Effective Time or the termination of this Agreement pursuant to Article 3.1, whichever shall first occur, and shall terminate at the Effective Time or on the termination of this Agreement pursuant to Article 3.1, whichever shall first occur, and thereafter NEW LONDON and PARTHENON or their respective directors or shareholders, shall not be under any liability whatsoever with respect to any such representation or warranty.

3.3 Binding Effect, Benefit. This Agreement and the rights and obligations of PARTHENON and NEW LONDON hereunder shall not be assigned by any party to any third party, except with the written consent of the other party and such other consents as may be required. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective directors and shareholders and their permitted successors and assigns. Nothing in this Agreement expressed or implied, is intended to confer upon any

person, other than the parties hereto and their respective directors or shareholders and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement, and except as otherwise provided herein there are no third party beneficiaries of this Agreement.

3.4 Notices. All notices, requests, demands, waivers, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given or served if in writing and sent by registered or certified mail, postage prepaid, to the respective party or parties at the following addresses:

If to PARTHENON:

Parthenon Prints, Inc.
909 W. 39th Street
P.O. Box 2505
Panama City, FL 32402
Attention: Ms. Dorothy Harris

If to NEW LONDON:

New London Textile, Inc.
909 W. 39th Street
P.O. Box 2505
Panama City, FL 32402
Attention: Ms. Dorothy Harris

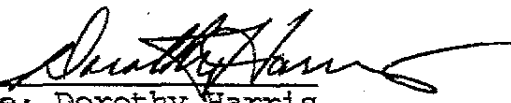
or to such other address or addresses as any party may designate to the others by like notice as set forth above. All such notices, requests, demands, waivers and communications shall be deemed to have been received on the third business day after the mailing thereof except for a notice of a change of address, which shall be effective only upon receipt thereof.

3.5 Merger Clause. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

3.6 Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Florida without regard to its conflict of law rules. This Agreement may be executed in any number of copies, each of which shall be deemed an original, and all of which together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound, each of the parties hereto has duly executed this Agreement to evidence its agreement to the provisions hereto in their entirety, all as of the day and year first above written.

PARTHENON PRINTS, INC.
A Florida Corporation

By: 
Name: Dorothy Harris
Title: Chief Financial Officer

NEW LONDON TEXTILE, INC.
A Delaware Corporation

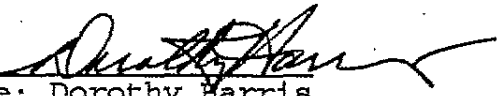
By: 
Name: Dorothy Harris
Title: Chief Financial Officer

EXHIBIT A
Certificate of Merger

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION INTO
FOREIGN CORPORATION

Pursuant to Title 8, Section 252(c) of the Delaware General Corporation Law, the undersigned corporations have executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is PARTHENON PRINTS, INC., a Florida corporation, and the name of the corporation being merged into this surviving corporation is NEW LONDON TEXTILE, INC., a Delaware corporation.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by all the directors and shareholders of each of the constituent corporations.

THIRD: The name of the surviving corporation is PARTHENON PRINTS, INC., a Florida corporation.

FOURTH: The Articles of Incorporation of PARTHENON PRINTS, INC., shall continue in full force as the Articles of Incorporation of the surviving corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

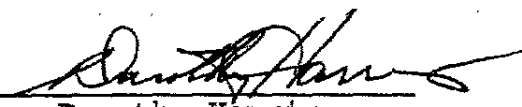
FIFTH: The Agreement and Plan of Merger is on file at 909 W. 39th Street, P.O. Box 2505, Panama City, FL 32402, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

SEVENTH: PARTHENON PRINTS, INC., the surviving corporation, irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in connection with any suit or proceeding which meets the requirements of Section 252(d) of the Delaware General Corporation Law. Copies of any such process shall be mailed to PARTHENON PRINTS, INC., at 909 W. 39th Street, P.O. Box 2505, Panama City, FL 32402.

IN WITNESS WHEREOF, each of the undersigned corporations have caused this certificate to be signed by an authorized officer, the 17th day of July, 2007.

PARTHENON PRINTS, INC.

By: 
Name: Dorothy Harris
Title: Chief Financial Officer

NEW LONDON TEXTILE, INC.

By: 
Name: Dorothy Harris
Title: Chief Financial Officer