

476391

ARTICLES OF MERGER
Merger Sheet

MERGING:

MACCLENNY PRODUCTS INC., a Florida corporation, 476391

INTO

BAYER CLOTHING GROUP, INC.. corporation not qualified in Florida

File date: December 30, 1996, effective December 31, 1996

Corporate Specialist: Linda Stitt

12/20/88 11:45

374 1 5

THOMSON MURARO

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476391

12/27/96

FLORIDA DIVISION OF CORPORATIONS
PUBLIC ACCESS SYSTEM
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((H96000018084 9))

TO: DIVISION OF CORPORATIONS

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FROM: THOMSON MURARO RAZOOK & HUNT, P.A.
CONTACT: ANA COZ
PHONE: (305)350-7200

ACCT#: 102556003002

FAX #: (305)374-1005

NAME: MACCLENNY PRODUCTS INC.

AUDIT NUMBER.....H96000018084

DOC TYPE.....MERGER OR SHARE EXCHANGE

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** ENTER 'M' FOR MENU. **

** INVALID SELECTION...PLEASE RE-ENTER **

Attn: Linda

Re-sent: Revised to delete comma
"Macclenny Products, Inc."

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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95 DEC 30 AM 11:56

2 copies attached to original
for the 2 certified copies to
be mailed back to law firm.

EFFECTIVE DATE

Client No: 5374.002

12-31-96

12/20/96

11:45

305 374 1005

THOMSON MURARO

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Fax Audit No. H96000018084

ARTICLES OF MERGER
of
MACCLENNY PRODUCTS INC.
a Florida Corporation
into
BAYER CLOTHING GROUP, INC.
a New York Corporation

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Under Sections 607.1105 and 607.1107, Florida Statutes

ARTICLE I

MACCLENNY PRODUCTS INC., a Florida corporation ("MPI"), and BAYER CLOTHING GROUP, INC., a New York corporation ("BCGI") are the corporations which are parties to the merger. The surviving corporation is BCGI (the "Surviving Corporation").

ARTICLE II

The Agreement and Plan of Merger was adopted by the shareholders and the Board of Directors of MPI and BCGI on December 19, 1996 is attached hereto as Exhibit "A". The merger was authorized by the unanimous written consent of the sole shareholder and all of the members of the Board of Directors of MPI and BCGI on December 19, 1996.

ARTICLE III

The effective date of the merger shall be December 31, 1996 (the "Effective Date").

ARTICLE IV

As of the Effective Date, the Articles of Incorporation of BCGI shall be the Articles of Incorporation for the Surviving Corporation; the officers and directors of BCGI as of the date of filing of these Articles of Merger shall be the officers and directors of the Surviving Corporation.

Brian A. Hart
Florida Bar No. 259632
Thomson Muraro Razoock & Hart, P.A.
One Southeast Third Avenue, 17th Floor
Miami, Florida 33131
(305) 350-7200

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THOMSON MURARO

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IN WITNESS WHEREOF, MPI and BCGI have caused these Articles of Merger to be executed by their duly authorized officers as of this 19 day of December, 1996.

MACCLENNY PRODUCTS INC.

By: [Signature] - President

BAYER CLOTHING GROUP, INC.

By: [Signature] - President

Fax Audit No. H96000018084

Fax Audit No. H96000018084

Exhibit A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of December 31, 1996, between Bayer Clothing Group, Inc. ("BCGI"), a New York corporation and Macclenny Products Inc. ("MPI"), a Florida corporation.

W I T N E S S E T H:

WHEREAS, the Board of Directors of MPI has, by resolutions duly adopted in accordance with Section 607.1101 of the Florida Business Corporation Act and the Board of Directors of BCGI has, by resolutions duly adopted in accordance with Section 708(b) of the Business Corporation Law of the State of New York, approved and adopted this Agreement and Plan of Merger; and

WHEREAS, the sole shareholder of MPI has approved and adopted this Agreement pursuant to Section 607.1103 of the Florida Business Corporation Act; and

WHEREAS, the sole shareholder of BCGI has approved and adopted this Agreement pursuant to Section 907 of the Business Corporation Law of the State of New York;

NOW, THEREFORE, the parties hereto hereby agree as follows:

FIRST: Names of Constituent Corporations. The names of the corporations proposing to merge are Bayer Clothing Group, Inc. ("BCGI") and Macclenny Products, Inc., a Florida corporation ("MPI"). The name under which BCGI was formed was Target Sportswear, Inc.

SECOND: Terms and Conditions of Merger; Means of Effecting the Merger. A. At the Effective Time of the Merger (as hereinafter defined), MPI shall be merged with and into BCGI (the "Surviving Corporation"), which shall be the surviving corporation under its present name, and thereupon the separate existence and corporate organization of MPI shall cease.

B. The Merger shall become effective on December 31, 1996, upon the filing of a Certificate of Merger with the Secretary of State of the State of New York and Articles of Merger with the Secretary of State of the State of Florida. The date and time when the Merger shall become effective is referred to herein as the "Effective Time of the Merger".

C. The Certificate of Incorporation and the By-Laws of the BCGI as of the Effective Time of the Merger shall be the Certificate of Incorporation and the By-Laws, respectively, of the Surviving Corporation and shall continue in full force and effect until terminated or changed as permitted by the provisions

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of the Business Corporation Law of the State of New York. The directors and officers of BCGI in office at the Effective Time of the Merger shall be the members of the Board of Directors and the first officers of the Surviving Corporation, all of whom shall hold their directorships and officerships until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Certificate of Incorporation or By-laws of the Surviving Corporation.

THIRD: Representations and Warranties of MPI. MPI represents and warrants to BCGI as follows:

A. Organization and Qualification. MPI is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the requisite power and authority to carry on its business as it is now being conducted.

B. Authority Relative to this Agreement. MPI has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by MPI and the consummation by MPI of the transactions contemplated hereby have been duly authorized by the Board of Directors and sole shareholder of MPI, and no other proceeding on the part of MPI is necessary to authorize the execution, delivery and performance of this Agreement and the Merger and the transactions contemplated hereby and thereby.

C. Binding Obligation. This Agreement has been duly executed and delivered by MPI and constitutes a valid and binding obligation of MPI, enforceable against it in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, or other laws providing for limitations on creditors' rights generally and by other principles of equity relating to the right of specific performance.

FOURTH: Representations and Warranties of BCGI. BCGI represents and warrants to MPI as follows:

A. Organization and Qualification. BCGI is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has the requisite power and authority to carry on its business as it is now being conducted.

B. Authority Relative to this Agreement. BCGI has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by BCGI and the consummation by BCGI of the transactions contemplated hereby have been duly authorized by the

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Board of Directors of BCGI and by the sole shareholder of BCGI and no other proceeding on the part of BCGI is necessary to authorize the execution, delivery and performance of this Agreement and the Merger and the transactions contemplated hereby and thereby.

C. Binding Obligation. This Agreement has been duly executed and delivered by BCGI and constitutes the valid and binding obligation of BCGI, enforceable against it in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, or other laws providing for limitations on creditors' rights generally and by other principles of equity relating to the right of specific performance.

FIFTH: Designation and Number of Shares. The designation and number of outstanding shares of each class and series of capital stock of BCGI and MPI, respectively, the specification of the classes and series entitled to vote hereon, and the specification of each class and series, if any, entitled to vote as a class on the Merger to be effected hereunder are as follows:

<u>Name of Corporation</u>	<u>Designation of outstanding class and series of shares</u>	<u>Number of outstanding shares of each class</u>	<u>Designation of class and series entitled to vote</u>	<u>Classes and series entitled to vote as a class</u>
Bayer Clothing Group, Inc.	Common Stock; 500 shares authorized	100 outstanding	Common Stock	N/A
	Preferred Stock; 500 shares authorized	0 Outstanding	Preferred Stock	N/A
Macclenny Products Inc.	Common Stock; 1,000 shares authorized	100 outstanding	Common Stock	N/A

There are no options, warrants or rights to acquire any capital stock of MPI of securities convertible into or exchangeable for, or which otherwise confer on the holder or holders thereof any right to acquire any capital stock of MPI and MPI is not otherwise committed to issue any such option, warrant, right or security.

SIXTH: Manner and Basis of Converting and Exchanging Shares. A. Each share of MPI's 100 shares of common stock, par value \$1.00 per share, issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive one-tenth of a share of common stock of BCGI, no par value.

Fax Audit No. H96000018084

B. Each outstanding share of common stock of BCGI shall remain outstanding. Immediately following the Merger, the total number of shares of common stock of BCGI outstanding shall be increased from 100 shares to 110 shares. No other change in any of the shares of BCGI's common stock shall be effected as a result of the Merger.

SEVENTH: Rights and Obligations; Further Assurances.

A. At the Effective Time of the Merger, the separate existence of MPI shall cease and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, public as well as private, and be subject to all the restrictions, liabilities and duties of MPI; and all and singular, the rights, privileges, powers and franchises of MPI, and all property, real, personal and mixed, and all debts due to MPI on whatever account, as well as stock subscriptions and all other things in action or belonging to MPI, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of MPI, and the title to any real estate vested by deed or otherwise in MPI shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of MPI shall be preserved unimpaired, and all debts, liabilities and duties of MPI shall thenceforth attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

B. From time to time as and when requested by the Surviving Corporation and to the extent permitted by law, the officers and directors of MPI last in office shall and will execute and deliver such deeds and other instruments and will take or cause to be taken such further or other actions as shall be necessary in order to vest or perfect in or to confirm of record or otherwise to the Surviving Corporation title to, and possession of, all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of MPI, and otherwise to carry out the purpose of this Agreement and Plan of Merger.

EIGHTH: Termination and Abandonment. This Agreement and Plan of Merger and the Merger may be terminated and abandoned by resolution of the Board of Directors of MPI or Bayer at any time prior to the filing of this Agreement and Plan of Merger or a Certificate of Merger with the Secretary of State of the State of Florida under Section 607.1105 of the Florida Business Corporation Act with the Secretary of State of the State of New York under Section 907 of the Business Corporation Law of the State of New York.

Fax Audit No. H96000018084

NINTH: Counterparts. This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be deemed an original.

TENTH: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, executors, successors and assigns.

ELEVENTH: Headings. The headings appearing in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Agreement or any of the provisions hereof.

TWELFTH: Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without reference to its principles of conflict of laws.

THIRTEENTH: Entire Understanding; Amendment, Waiver, etc. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and no amendment, waiver or modification of the terms or provisions hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth. All prior or contemporaneous agreements, contracts, promises, representations and statements, if any, between the parties hereto or their representatives with respect to the subject matter hereof are merged into this Agreement and this Agreement shall constitute the entire agreement between them.