



THE UNITED STATES
CORPORATION
COMPANY

P97000009437

FILED
AUG 22 AM 11:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 506067 1579E

AUTHORIZATION : Patricia Pizitz

COST LIMIT : \$ 122.50

ORDER DATE : August 22, 1997

ORDER TIME : 1:16 PM

ORDER NO. : 506067-005

CUSTOMER NO: 1579E

600002275266--5

CUSTOMER: Ms. Kathleen Monday
Foley & Lardner
P. O. Box 3391
100 North Tampa, Suite 2700
Tampa, FL 33602-5804

merger

ARTICLES OF MERGER

APPAREL INTERNATIONAL GROUP,
INC.

INTO

TROPICAL SPORTSWEAR INT'L
CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
[3~[2~ PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____

97 AUG 22 PM 2:52
OFFICE OF SECRETARY OF STATE

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P97000009437

ARTICLES OF MERGER
Merger Sheet

MERGING:

APPAREL INTERNATIONAL GROUP, INC., a Delaware corporation not
authorized to transact business in Florida

INTO

TROPICAL SPORTSWEAR INT'L CORPORATION, a Florida corporation,
P97000009437

File date: August 22, 1997

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50

CERTIFICATE OF MERGER

APPAREL INTERNATIONAL GROUP, INC.,
a Delaware corporation,
with and into
TROPICAL SPORTSWEAR INT'L CORPORATION,
a Florida corporation

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 252 of the General Corporation Law of Delaware (the "Delaware Corporate Code"), Tropical Sportswear Int'l Corporation, a Florida corporation, certifies the following:

1. The constituent corporations are as follows:

Apparel International Group, Inc., a corporation organized and existing under the laws of the State of Delaware ("Apparel-Delaware"); and

Tropical Sportswear Int'l Corporation, a corporation organized and existing under the laws of the State of Florida.

2. The Agreement and Plan of Merger by and between the constituent corporations (the "Agreement and Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Subsection 252(c) of the Delaware Corporate Code.

3. The Surviving Corporation is:

Tropical Sportswear Int'l Corporation, a corporation organized and existing under the laws of the State of Florida.

4. In accordance with the Agreement and Plan of Merger, the Articles of Incorporation of TSIC in effect immediately prior to the merger shall continue in effect as the Articles of Incorporation of the Surviving Corporation after the merger.

5. An executed original of the Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation: 4902 West Waters Avenue, Tampa, Florida 33634. A copy of such agreement will be furnished, upon request and without cost, to any stockholder of the constituent corporations.

6. Pursuant to Subsection 252(d) of the Delaware Corporate Code, TSIC hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of the State of Delaware, as well as for enforcement of any obligation of TSIC arising from the merger; and

7. TSIC irrevocably appoints the Secretary of the State of Delaware as its agent to accept service of process in any such suit or other proceedings in the State of Delaware and hereby designates the following address and person to which a copy of such process shall be mailed by said Secretary of State:

Michael Kagan
4902 West Waters Avenue
Tampa, Florida 33634

IN WITNESS WHEREOF, the surviving corporation has caused this certificate to be signed by an authorized officer of TSIC, the surviving corporation, and attested by its Secretary, this 18th day of August, 1997.

TROPICAL SPORTSWEAR INT'L
CORPORATION, a Florida corporation

By: 

William W. Compton
Chief Executive Officer

ATTEST:


Michael Kagan, Secretary

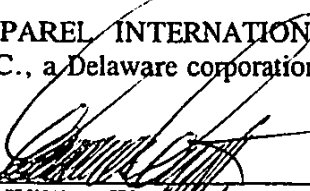
ARTICLES OF MERGER
merging
APPAREL INTERNATIONAL GROUP, INC.,
a Delaware corporation
with and into
TROPICAL SPORTSWEAR INT'L CORPORATION,
a Florida corporation

Tropical Sportswear Int'l Corporation, a Florida corporation (the "Surviving Corporation"), and Apparel International Group, Inc., a Delaware corporation (the "Absorbed Corporation"), hereby submit these Articles of Merger pursuant to Section 607.1105 of the Florida Business Corporation Act:

1. The laws of the States of Florida and Delaware permit such merger and each of the above-named corporations has acted in compliance with the merger laws of such states.
2. The Agreement and Plan of Merger is attached hereto as Exhibit A (the "Agreement and Plan of Merger").
3. The effective date of the Merger (as defined in the Agreement and Plan of Merger) is the date of the filing of these Articles of Merger with the Secretary of State of the State of Florida.
4. The sole shareholder of the Surviving Corporation adopted the Agreement and Plan of Merger by written consent action dated August 15, 1997.
5. All of the shareholders of the Absorbed Corporation adopted the Agreement and Plan of Merger by unanimous written consent action dated August 15, 1997.

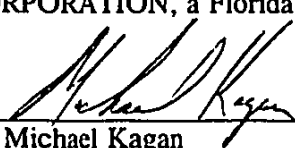
IN WITNESS WHEREOF, these Articles of Merger have been executed by the parties to the Merger this 18th day of August, 1997.

APPAREL INTERNATIONAL GROUP,
INC., a Delaware corporation

By 
William W. Compton
Chief Executive Officer

("Absorbed Corporation")

TROPICAL SPORTSWEAR INT'L
CORPORATION, a Florida corporation

By 
Michael Kagan
Executive Vice President

("Surviving Corporation")

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 15th day of August, 1997, by Tropical Sportswear Int'l Corporation, a Florida corporation (the "Surviving Corporation"), and Apparel International Group, Inc., a Delaware corporation (the "Merging Corporation") (The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations").

RECITALS

The Merging Corporation is a Delaware corporation having (i) one thousand (1,000) authorized shares of common stock, par value \$1.00 per share ("Merging Corporation Common Stock"), of which one thousand (1,000) shares are issued and outstanding as of the date hereof, and (ii) forty-nine thousand nine hundred and ninety (49,990) authorized shares of preferred stock, par value \$100.00 per share ("Merging Corporation Preferred Stock"), of which thirty-eight thousand six hundred and thirty (38,630) shares are issued and outstanding as of the date hereof.

The Surviving Corporation is a Florida corporation having (i) one thousand and fifty (1,050) authorized shares of common stock, par value \$.01 per share ("Surviving Corporation Common Stock"), of which one hundred (100) shares are issued and outstanding as of the date hereof, and (ii) forty-nine thousand nine hundred and ninety (49,990) authorized shares of Preferred Stock, par value \$.01 per share ("Surviving Corporation Preferred Stock"), of which no shares are issued and outstanding as of the date hereof.

The Merging Corporation holds one hundred percent (100%) of the issued and outstanding stock of the Surviving Corporation

The Merging Corporation and the Surviving Corporation have determined it to be desirable for the Merging Corporation to merge with and into the Surviving Corporation pursuant to the applicable provisions of the Delaware General Corporation Law (the "Delaware Law") and the Florida Business Corporation Act (the "Florida Act"), on the terms hereinafter set forth, and the Boards of Directors of the Merging and Surviving Corporations have each approved this Agreement and Plan of Merger and authorized the execution and delivery hereof.

PLAN OF MERGER

In consideration of the premises and the agreements herein contained, and in accordance with the Delaware Law and the Florida Act, the parties hereto adopt and make this Agreement and Plan of Merger and prescribe the terms and conditions of such Merger and the manner of carrying the same into effect, which shall be as follows:

1. On the date of the filing of Articles of Merger with the Secretary of State of the State of Florida (the "Effective Time"), the Merging Corporation shall be merged with and into the Surviving Corporation (the "Merger"). The terms and conditions of the Merger and the mode of carrying the same into effect are set forth in this Agreement and Plan of Merger.

2. At the Effective Time, all of the issued and outstanding shares of Surviving Corporation Common Stock immediately prior to the Effective Time shall no longer be issued or outstanding and shall automatically be cancelled and retired, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto.

3. (a) At the Effective Time, all of the issued and outstanding shares of Merging Corporation Common Stock, and all shares of Merging Corporation Common Stock and stock held in the treasury of the Merging Corporation (if any), immediately prior to the Effective Time shall automatically be cancelled and deemed to have been converted into an equal number of shares of Surviving Corporation Common Stock. Accordingly, each holder of shares of Merging Corporation Common Stock which are issued and outstanding immediately prior to the Effective Time shall be issued an equal number of shares of Surviving Corporation Common Stock.

(b) At the Effective Time, all of the issued and outstanding shares of Merging Corporation Preferred Stock, and all shares of Merging Corporation Preferred Stock held in the treasury of the Merging Corporation (if any), immediately prior to the Effective Time shall automatically be cancelled and deemed to have been converted into an equal number of shares of Surviving Corporation Preferred Stock. Accordingly, each holder of shares of Merging Corporation Preferred Stock which are issued and outstanding immediately prior to the Effective Time shall be issued an equal number of shares of Surviving Corporation Preferred Stock.

(c) Holders of shares of Merging Corporation Common and/or Preferred Stock shall be issued certificates for Surviving Corporation Common and/or Preferred Stock, as the case may be, upon their surrender of their certificates for shares in the Merging Corporation.

4. The Surviving Corporation shall assume all duties and obligations of the Merging Corporation under its 1996 Stock Option Plan so that options to purchase shares of Merging Corporation Common Stock under the Merging Corporation's 1996 Stock Option Plan shall be converted to options to purchase an equal number of shares of Surviving Corporation Common Stock upon the identical terms and conditions.

5. At the Effective Time, the Merging Corporation shall be merged into the Surviving Corporation, which shall continue its corporate existence under the laws of the State of Florida. The separate existence and corporate organization of the Merging Corporation shall cease at the Effective Time, and the Surviving Corporation shall possess all of the rights,

privileges, immunities and franchisees, of a public as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claims existing or action or proceeding pending by or against the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place. Neither the rights of creditors nor any liens upon the property of either Constituent Corporation shall be impaired by the Merger.

6. The officers and directors of the Surviving Corporation at the Effective Time shall be and continue to be the officers and directors of the Surviving Corporation thereafter, until their successors are duly appointed or elected.

7. The Articles of Incorporation and Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall remain in effect as the Articles of Incorporation and Bylaws of the Surviving Corporation thereafter, unaffected by the Merger.

8. If, at any time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Merging Corporation, the proper officers and directors of the Merging Corporation shall and will execute and make all such proper assignments and assurances in law and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement and Plan of Merger.

9. This Agreement and Plan of Merger shall be submitted to the shareholders of each of the parties hereto in accordance with the applicable provisions of law, and the consummation of this Agreement and Plan of Merger and the Merger herein provided for are conditioned upon the approval hereof by the shareholders of the respective parties as provided by law.

10. This Agreement and Plan of Merger and the Merger herein contemplated may be abandoned upon the mutual agreement of the parties at any time prior to the Effective Time. This Agreement and Plan of Merger may be amended, modified or supplemented at any time (before or after shareholder approval) prior to the Effective Time of the Merger with the mutual consent of the Boards of Directors of the Merging Corporation and the Surviving Corporation; provided, however, that this Agreement and Plan of Merger may not be amended,

modified or supplemented after it has been approved by the shareholders in any manner which, in the judgment of the Board of Directors of the Surviving Corporation, would have a material adverse effect on the rights of such shareholders or in any manner not permitted under applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed by their duly authorized officers, all as of the day and year first above written.

TROPICAL SPORTSWEAR INT'L CORPORATION

By: 

William W. Compton,
Chief Executive Officer

Attest: 

Michael Kagan, Secretary

APPAREL INTERNATIONAL GROUP, INC.

By: 

William W. Compton
Chief Executive Officer

Attest: 

Michael Kagan, Secretary