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November 12, 1997

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FL Secretary of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

RE: Plej's Linen Supermarkets, Inc., a Florida Corporation
Ostrow Textile Co., Inc., a South Carolina Corporation

Gentlemen:

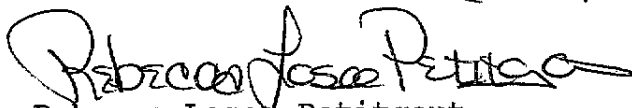
Enclosed please find two executed copies of Articles of Merger for the merger of Plej's Linen Supermarkets, Inc. into Ostrow Textile Co., Inc. Also enclosed is a check in the amount of \$70.00 in payment of your filing fee.

Upon filing, please return your letter of acknowledgement of the filing of the Articles of Merger to the undersigned at the address reflected above. If you have any questions concerning the enclosed, please contact the undersigned directly.

Thank you for your attention in this matter.

Very truly yours,

BLAIR CONAWAY BOGRAD & MARTIN, P.A.


Rebecca Losee Petitgout,
Corporate Paralegal

Enclosures

cc: Joseph A. D'Amico, Esq.

O.K.

Merger.
11-19-97
CC

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 NOV 14 AM 10:17

ARTICLES OF MERGER
Merger Sheet

MERGING:

PLEJ'S LINEN SUPERMARKET, INC., A FL. CORP., P97000046059

INTO

OSTROW TEXTILE CO., INC., a South Carolina corporation not qualified in
Florida.

File date: November 14, 1997

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER OF
PLEJ'S LINEN SUPERMARKET , INC. INTO
OSTROW TEXTILE CO., INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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OSTROW TEXTILE CO., INC. ("Ostrow"), a corporation organized under the laws of the State of South Carolina, hereby submits these Articles of Merger for purposes of merging PLEJ'S LINEN SUPERMARKET , INC., ("Plej's"), a Florida corporation, into Ostrow:

I. The following Plan of Merger was duly approved in the manner prescribed by law by the board of directors and shareholders of each of the corporations participating in the merger on Aug. 29, 1997

Ostrow Textile Co., Inc. shall be the surviving corporation ("Surviving Corporation"), and is a corporation duly organized and existing under the laws of the State of South Carolina, having been incorporated on February 26, 1980, with authorized common stock of Ten Thousand (10,000) shares of Common Stock \$10.00 par value per share, of which One Thousand (1,000) shares are issued and outstanding;

Plej's Linen Supermarket , Inc. is the merging corporation ("Merging Corporation"), and is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on May 23, 1997, with authorized capital stock of Ten Thousand (10,000) shares of Common Stock \$.001, of which One Hundred (100) shares are issued and outstanding;

The Boards of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their stockholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement and the applicable laws of the State of South Carolina and the State of Florida; and

After the merger, the Surviving Corporation will have the name Ostrow Textile Co., Inc.

NOW, THEREFORE, the parties agree that the Constituent Corporations shall be merged on the following terms and conditions:

1. The Merger. At the effective time of the merger, the separate existence of Plej's shall cease and Plej's shall be merged with and into Ostrow, which shall continue its corporate existence and be the corporation surviving the merger. Consummation of this Agreement shall be effected by the filing with the Secretary of State of the State of South Carolina and the Secretary of State of the State of Florida of Articles of Merger, after satisfaction of the requirements of applicable state law. The effective date of the merger shall be the date on which these Articles of Merger

shall have been filed in accordance with the laws of the State of South Carolina and the State of Florida.

2. Governing Law. The Surviving Corporation shall be governed by the laws of the State of South Carolina.

3. Certificate of Incorporation and Bylaws. The Articles of Incorporation of Ostrow at the time of the merger shall become and continue to be the Articles of Incorporation of the Surviving Corporation until changed as provided by law. The Bylaws of Ostrow at the effective time of the Merger shall become and continue to be the Bylaws of the Surviving Corporation until altered or amended in accordance with the provisions thereof.

4. Directors and Officers. The directors and officers of Ostrow at the effective time of the merger shall become and continue to be the directors and officers of the Surviving Corporation until their successors are chosen.

5. Annual Meeting of Stockholders. The first annual meeting of the stockholders of the Surviving Corporation after the effective time of the merger shall be the next annual meeting provided by the Bylaws of Ostrow.

6. Terms of Conversion of Shares. The mode of carrying into effect the merger provided in this Agreement and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation, are as follows:

(a) Each share of common stock of Ostrow outstanding immediately prior to the effective time of the merger shall remain outstanding immediately after the merger as an identical share of common stock of the Surviving Corporation.

(b) At the effective time of the merger, each share of issued and outstanding common stock of Plej's shall be retired and cancelled.

7. Rights and Liabilities of Ostrow and Plej's. At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all the rights, privileges, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, and interests shall thereafter be the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said

Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of said Constituent Corporations respectively shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

8. Service of Process. The Surviving Corporation agrees that it may be served with process in the State of South Carolina and the State of Florida in any proceeding for enforcement of any obligation of Plej's, and the Surviving Corporation hereby irrevocably appoints the Secretary of State of the State of South Carolina and the Secretary of State of the State of Florida as its agents to accept service of process in any actions for the enforcement of payment of any such obligation or amount. The Surviving Corporation specifies 923 Standard Street, Rock Hill, South Carolina 29730, ATTN: Chief Executive Officer, as the address to which a copy of such process shall be mailed by the Secretary of State of both the State of South Carolina and the State of Florida, unless the Surviving Corporation shall hereafter designate in writing to such Secretaries of State a different address for such purpose, in which case a copy of such process shall be mailed to the last address so designated.

9. Signatures. This Agreement shall be signed by the President of Ostrow and attested by its Secretary under the corporate seal of Ostrow and shall be signed by the duly authorized officers of Plej's under the corporate seal of Plej's.

10. Meeting of the Constituent Corporations' Board of Directors and Shareholders. This Agreement shall be submitted to the Board of Directors and Shareholders of the Constituent Corporations as provided by the applicable laws of the States of South Carolina and Florida. After the adoption and approval of this Agreement by the Board of Directors and Shareholders of the Constituent Corporations, such fact shall be certified on this Agreement by the secretaries of the Constituent Corporations under the corporate seal, whereupon a copy of this Agreement shall be filed in the office of the Secretary of State of the State of South Carolina and the Secretary of State of the State of Florida.

11. Termination. This Agreement may be terminated by the mutual consents of the Board of Directors of the Constituent Corporations.

12. Further Assurances. Each Constituent Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as the Surviving Corporation may deem necessary or

desirable, in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

This the 22nd day of August, 1997.

ATTEST:

OSTROW TEXTILE CO., INC.

Cynthia E. Ostrow
Cynthia E. Ostrow

By:

Joel J. Ostrow
JOEL J. OSTROW, President

Textile
CORPORATE SEAL)

CORPORATE
SEAL

ATTEST:

PLEJ'S LINEN SUPERMARKET., INC.

Cynthia E. Ostrow
CYNTHIA E. OSTROW, Secretary

By:

Joel J. Ostrow
JOEL J. OSTROW, President

(CORPORATE SEAL)

Plej's Linen Supermarket, Inc.
CORPORATE
SEAL