

S54/80

MASHBURN MANUFACTURING COMPANY
8743 THOMAS DRIVE APT 521
PANAMA CITY BEACH FL 32408

City/State/Zip

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUN 30 PM 12:00

JUN 30 1997

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

June 5, 1997

MASHBURN MANUFACTURING COMPANY
8743 THOMAS DRIVE APT. 521
PANAMA CITY, FL 32408

SUBJECT: MASHBURN MANUFACTURING COMPANY
Ref. Number: S54180

We have received your document for MASHBURN MANUFACTURING COMPANY, however, upon receipt of your document no check was enclosed. Please send a check or money order payable to the Department of State for \$70.00.

If you have any questions concerning this matter, please either respond in writing or call (904) 487-6905.

Thelma Lewis
Corporate Specialist Supervisor

Letter Number: 797A00030439

RECEIVED
97 JUN 30 AM 8:02
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
Merger Sheet

MERGING:

MASHBURN MANUFACTURING COMPANY, a Florida corporation, S54180

INTO

MACON APPAREL CORPORATION, a Georgia corporation not qualified in
Florida.

File date: June 30, 1997

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER OF MASHBURN MANUFACTURING COMPANY
WITH AND INTO MACON APPAREL CORPORATION**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUN 30 PM 12:00

The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Section 607.1105 of the Florida Business Corporation Act and Section 14-2-1105 of the Georgia Business Corporation Act for the purpose of merging **MASHBURN MANUFACTURING COMPANY**, a Florida corporation, with and into **MACON APPAREL CORPORATION**, a Georgia corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Mashburn Manufacturing Company	Florida
Macon Apparel Corporation	Georgia

2. The name which the Surviving Corporation is to have after the merger will be " **MACON APPAREL CORPORATION**."

3. This merger is permitted under the laws of the States of Florida and Georgia. **MASHBURN MANUFACTURING COMPANY** and **MACON APPAREL CORPORATION** have complied with the applicable provisions of the laws of the States of Florida and Georgia.

4. The **AGREEMENT AND PLAN OF MERGER OF MASHBURN MANUFACTURING COMPANY AND MACON APPAREL CORPORATION** (the **AGREEMENT AND PLAN OF MERGER**) is set forth in Exhibit 1 attached hereto and incorporated herein by reference.

5. The Board of Directors of **MACON APPAREL CORPORATION**, the Surviving Corporation in the merger, approved and adopted the **AGREEMENT AND PLAN OF MERGER** by written consent on December 31, 1996, and directed that such document be submitted to a vote of

its shareholders. The Board of Directors of **MASHBURN MANUFACTURING COMPANY** approved and adopted the **AGREEMENT AND PLAN OF MERGER** by written consent on December 31, 1996, and directed that such document be submitted to a vote of its shareholders. The shareholders of **MACON APPAREL CORPORATION** and **MASHBURN MANUFACTURING COMPANY**, respectively, duly approved and adopted the **AGREEMENT AND PLAN OF MERGER** by written consent on December 31, 1996, in the manner prescribed by law.

6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the **AGREEMENT AND PLAN OF MERGER** were as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>
Macon Apparel Corporation	1,000 shares of \$1 par value common stock	500
Mashburn Manufacturing Company	100 shares of \$1 par value common stock	100

There were no shares of **MACON APPAREL CORPORATION** or **MASHBURN MANUFACTURING COMPANY** entitled to vote as a class.

7. The number of shares voted for and against the approval and adoption of the **AGREEMENT AND PLAN OF MERGER** were as follows:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
Macon Apparel Corporation	500-Common	None
Mashburn Manufacturing Company	100-Common	None

8. The Charter of **MACON APPAREL CORPORATION** will not be amended in conjunction with the merger.

9. These **ARTICLES OF MERGER**, and the **AGREEMENT AND PLAN OF**

MERGER incorporated herein by reference, shall be effective at 12:01 a.m., on January 1, 1997 pursuant to Section 607.1105 of the Florida Business Corporation Act and Section 14-2-1105 of the Georgia Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary of MACON APPAREL CORPORATION and by the President and Secretary of MASHBURN MANUFACTURING COMPANY, each thereunto duly authorized, as of the 31st day of December, 1996.

MACON APPAREL CORPORATION

By: Will Mashburn

(CORPORATE SEAL)

ATTEST:

Arlyn Mashburn
3-15, 97 Secretary

MASHBURN MANUFACTURING COMPANY

By: Will Mashburn

(CORPORATE SEAL)

ATTEST:

Arlyn Mashburn
3-15, 97 Secretary

**AGREEMENT AND PLAN OF MERGER OF
MASHBURN MANUFACTURING COMPANY
WITH AND INTO MACON APPAREL CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of December 31, 1996, by and between Mashburn Manufacturing Company ("MMC"), a corporation organized and existing under the laws of the State of Florida (MMC being hereinafter sometimes referred to as the "Merging Corporation") and Macon Apparel Corporation ("MAC"), a corporation organized and existing under the laws of the State of Georgia (MAC being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that MMC be merged with and into MAC, with MAC being the Surviving Corporation, under and pursuant to the laws of the State of Georgia and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 MMC shall be merged with and into MAC in accordance with the laws of the State of Georgia. The separate corporate existence of MMC shall thereby cease, and MAC shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "Macon Apparel Corporation."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of

the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Georgia Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging

Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 12:01 a.m., on January 1, 1997, pursuant to Section 14-2-1105 of the Georgia Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets,

rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

CHARTER AND BYLAWS:

DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of Macon Apparel Corporation, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of Macon Apparel Corporation, as in effect immediately prior the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of Macon Apparel Corporation immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Georgia and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued and outstanding five hundred (500) shares of no par value common stock, which shares of Common are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued and outstanding one hundred (100) shares of \$1 par value common stock.

4.3 At the Effective Time, each issued and outstanding share of Mashburn Manufacturing Company Common shall be converted into one (1) share of Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of Mashburn Manufacturing Company Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, respectively, one (1) share of Macon Apparel Corporation Common for every one (1) share of Mashburn Manufacturing Company Common previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented Mashburn Manufacturing Company Common, shall be deemed and treated for all corporate purposes to represent the ownership of one (1) share of Macon Apparel Corporation Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of Mashburn Manufacturing Company Common.

ARTICLE V

MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Georgia of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of Mashburn Manufacturing Company and Macon Apparel Corporation dissenting to the Agreement and Plan shall be entitled, pursuant to Sections 14-2-1105 of the Georgia Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations

pursuant to the authorization by the Board of Directors and
Shareholders of the Constituent Corporations, all as of the day
and year first above written.

MACON APPAREL CORPORATION

By: Will Mashburn

(CORPORATE SEAL)

ATTEST:

Carlyn Mashburn

3-15, 97 Secretary

MASHBURN MANUFACTURING COMPANY

By: Will Mashburn

(CORPORATE SEAL)

ATTEST:

Carlyn Mashburn

3-15, 97 Secretary