

State of Idaho

Department of State

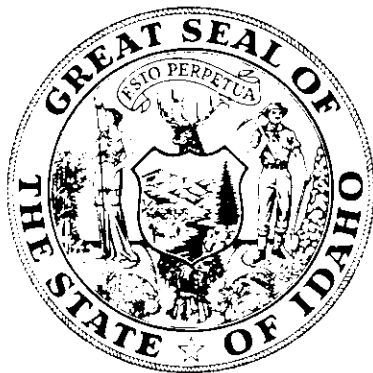
CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Merger of WELLES STORES (BOISE), INC. an Idaho corporation merging with and into

into JEAN NICOLE, INC. a Delaware corporation not qualified in Idaho, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of Merger, and attach hereto a duplicate original of the Articles of Merger.

Dated January 28th, 19 81.



Pete T. Cenarrusa
SECRETARY OF STATE

Corporation Clerk

ARTICLES OF MERGER

OF

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WELLES STORES (Boise), INC.

SECRETARY OF
STATE

INTO

JEAN NICOLE, INC.

Pursuant to the provisions of Section 30-1-77 of the Idaho Business Corporation Act, the undersigned domestic and foreign corporation adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
Welles Stores (Boise), Inc.	Idaho
Jean Nicole, Inc.	Delaware

SECOND: The laws of Delaware, under which such foreign corporation is organized, permit such merger.

THIRD: The name of the surviving corporation is Jean Nicole, Inc., (hereinafter the "Surviving Corporation") and it is to be governed by the laws of the State of Delaware.

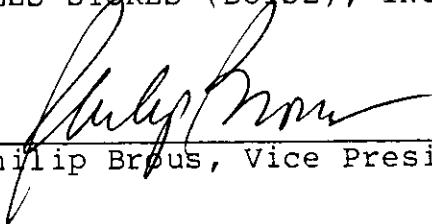
FOURTH: The Plan of Merger attached hereto as Exhibit A and incorporated herein was approved by the shareholders of the undersigned domestic corporation in the manner prescribed by the Idaho Business Corporation Act, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of Delaware the state under which it is organized.

FIFTH: A vote of shareholders is not required by virtue of subsection (d) of section 30-1-73 of the Idaho Business Corporation Law.

SIXTH: The Surviving Corporation is to be governed by the laws of Delaware, and hereby: (a) agrees that it may be served with process in the State of Idaho in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the Surviving Corporation; (b) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Idaho Business Corporation Act with respect to the rights of dissenting shareholders; and (c) irrevocably appoints the Secretary of State of Idaho as its agent to accept service of process in any such proceeding.

Dated: January 21, 1981.

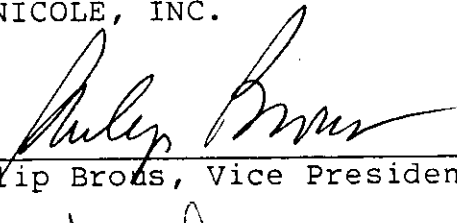
WELLES STORES (BOISE), INC.

By 
Philip Brous, Vice President

(seal)

and 
William Tobenkin, Secretary

JEAN NICOLE, INC.

By 
Philip Brous, Vice President

(seal)

and 
John Wolff, Secretary

STATE OF NEW JERSEY)
) SS
COUNTY OF HUDSON)

I, Linda Musciotto, a notary public, do hereby certify that on this 21st day of January, 1981, personally appeared before me Philip Brous, who, being by me first duly sworn, declared that he is the Vice President of Jean Nicole, Inc., that he signed the foregoing document as Vice President of the corporation, and that the statements therein contained are true.

Linda Musciotto

(Notarial Seal)

LINDA MUSCIOTTO
A Notary Public of New Jersey
My Commission expires June 9, 1983

STATE OF NEW JERSEY)
) SS
COUNTY OF HUDSON)

I, Linda Musciotto, a notary public, do hereby certify that on this 21st day of January, 1981, personally appeared before me Philip Brous, who, being by me first duly sworn, declared that he is the Vice President of Welles Stores (Boise), Inc., that he signed the foregoing document as Vice President of the corporation, and that the statements therein contained are true.

Linda Musciotto

(Notarial Seal)

LINDA MUSCIOTTO
A Notary Public of New Jersey
My Commission expires June 9, 1983

EXHIBIT A

PLAN OF MERGER of JEAN NICOLE, INC., a Delaware corporation, (herein sometimes referred to as "JNI" or the "Surviving Corporation") and WELLES STORES (Boise), Inc., an Idaho corporation, (herein sometimes referred to as the "Merging Corporation"). (The Surviving Corporation and the Merging Corporation are sometimes herein collectively referred to as the "Constituent Corporations.")

Section 1.

At 11:59 P.M. on January 31, 1981 (herein called the "Effective Time"), the Merging Corporation shall be merged into JNI (the "Merger"), the separate existence of the Merging Corporation shall cease and JNI shall continue in existence as the Surviving Corporation.

JNI, as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, liabilities and duties of, each of the Constituent Corporations; and all the rights, privileges, powers and franchises of each of the Constituent Corporations on whatever account, including, without limitation, stock subscriptions and as all other things in action or belonging to each of such corporations 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 the Constituent Corporations, and the title to any real estate vested by deed or otherwise in the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations 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 it.

At all times prior to and after the Effective Time, the Constituent Corporations shall take or cause to be taken all action necessary or appropriate in order to effectuate the Merger including, without limitation, causing the execution by properly authorized officers or directors of the Constituent Corporations, as the case may be, of any further assignments, conveyances, other instruments of transfer or any and all other documents necessary or desirable to carry out the provisions hereof.

Section 2.

At the Effective Time, each share of common stock of the Merging Corporation outstanding prior to the Effective Time shall cease to exist and the certificates representing such shares shall be cancelled. No shares of the Surviving Corporation shall be issued in their stead.

No consideration shall pass from the Surviving Corporation to the Merging Corporation or its respective shareholder other than the assumption of liabilities of the Merging Corporation.

Section 3.

The certificate of incorporation and by-laws of JNI in effect at the Effective Time shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until amended or repealed as provided therein or as provided by law.

Section 4.

The directors and officers of JNI immediately prior to the Effective Time shall continue as directors and officers of JNI, subject to the certificate of incorporation and by-laws of the Surviving Corporation.

Section 5.

This Merger Agreement may be amended by consent of each of the parties hereto provided that any such amendment shall be in writing and executed by a duly authorized representative of each of the parties hereto.

Section 6.

Notwithstanding the approval of the Merger by the stockholders of the Constituent Corporations, this Merger Agreement may be terminated by the mutual consent of the boards of directors of JNI and the Merging Corporation at any time prior to the Effective Time. Any such termination shall be evidenced by a written instrument executed by a duly authorized representative of each of the parties hereto.

Section 7.

This Merger Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.