1201 HAYS STREET
TALLAHASSEE, FL 32301-2607
904-222-9171
800-342-8086

P96000102656

96 DEC 20 PM 1:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CSC networks
PRENTICE HALL LEGAL & FINANCIAL SERVICES

ACCOUNT NO. : 072100000032

REFERENCE : 196850 4359488

AUTHORIZATION :

COST LIMIT : $ PREPAID

ORDER DATE : December 20, 1996

ORDER TIME : 10:39 AM

ORDER NO. : 196850-005

CUSTOMER NO: 4359488

200002034862--7
-12/20/96--01029--026
****122.50 ****122.50

CUSTOMER: J. Gregory Humphries, Esq
SMITH WILLIAMS & HUMPHRIES

201 East Pine, Suite 701

Orlando, FL 32801

DOMESTIC FILING

NAME: CAROLINA MERGER CORP.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
____ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
____ PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Daniel W Leggett

EXAMINER'S INITIALS:

RECEIVED
96 DEC 20 AM 11:21
DIVISION OF CORPORATION

12/20/96

ARTICLES OF INCORPORATION
OF
CAROLINA MERGER CORP.

FILED

96 DEC 20 PM 1:51

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation for profit in accordance with the laws of the State of Florida.

ARTICLE I
Name

The name of this corporation shall be:

CAROLINA MERGER CORP.

ARTICLE II
Existence of Corporation

This corporation shall begin existence on the date of filing of these Articles with the Secretary of State, Department of Corporation for the State of Florida and shall have perpetual existence.

ARTICLE III
Purposes

The corporation may engage in the transaction of any or all lawful business for which corporations may be incorporated under the laws of the State of Florida.

ARTICLE IV
General Powers

The corporation shall have power:

(a) To have a corporate seal, which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed, affixed, or in any other manner reproduced.

(b) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property or any interest therein, wherever situated.

(c) To sell, convey, mortgage, pledge, create a security interest in, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

(d) To lend money to, and use its credit to assist, its officers and employees in accordance with Section 607.0833, Florida Statutes.

(e) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, other domestic or foreign corporations, associations, partnerships, or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof.

(f) To make contracts and guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises, and income.

(g) To lend money for its corporate purposes, invest and reinvest its funds, and to take and hold real and personal property as security for the payment of funds so loaned or invested.

(h) To conduct its business, carry on its operations, and have offices and exercise the power granted by this act within or without this state.

(i) To elect or appoint officers and agents of the corporation and define their duties and fix their compensation.

(j) To make and alter bylaws, not inconsistent with its Articles of Incorporation or with the laws of the State of Florida, for the administration and regulation of the affairs of the corporation.

(k) To make donations for the public welfare or for charitable, scientific or educational purposes.

(l) To transact any lawful business which the Board of Directors shall find will be in aid of governmental policy.

(m) To pay pensions and establish and carry out pension plans, profit sharing plans, stock bonus plans, stock option plans, retirement plans, benefit plans, and other incentive and compensation plans for any or all of its directors, officers and employees and for any or all of the directors, officers and employees of its subsidiaries.

(n) To provide insurance for its benefit on the life of any of its directors, officers, or employees, or on the life of any shareholder for the purpose of acquiring, at his death, shares of its stock owned by the shareholder or by the spouse or children of the shareholder.

(o) To be a promoter, incorporator, general partner, limited partner, member, associate or manager of any corporation, partnership, limited partnership, joint venture, trust, or other enterprise.

(p) To have and exercise all powers necessary or convenient to effect its purposes.

ARTICLE V
Capital Stock

(a) The total number of shares of capital stock authorized to be issued by the corporation shall be 100,000 shares of Class A common capital stock having a par value of $1.00 per share, and 100,000 shares of Class B common capital stock having a par value of $1.00 per share. Each of the said shares of Class A common capital stock shall entitle the holder thereof to one (1) vote at any meeting of the stockholders. The holders of the Class B common capital stock shall have no voting rights. Each share of Class A common capital stock and of Class B common capital stock shall participate equally with every other share of such stock in all dividends paid by the corporation and in the assets of the corporation upon its liquidation or dissolution. All or any part of said capital stock may be paid for in cash, in property or in labor or services actually performed for the corporation and valued at a fair valuation to be fixed by the Board of Directors at a meeting called for such purpose. All stock when issued shall be paid for and shall be non-assessable.

(b) In the election of directors of this corporation there shall be no cumulative voting of the stock entitled to vote at such election.

ARTICLE VI
Registered Office and Registered Agent

The street address of the corporation's initial registered office is 201 East Pine Street, Suite 701, Orlando, Florida 32801, and the name of the corporation's registered agent is J. Gregory Humphries. The corporation may change its registered office or its registered agent or both by filing with the Department of State of the State of Florida a statement complying with Section 607.0502, Florida Statutes.

The corporation's principal place of business and mailing address is 2150 - 47th Street, Sarasota, Florida 34234.

ARTICLE VII
Initial Board of Directors

The number of directors constituting the initial Board of Directors shall be one (1) and the name and address of the person who is to serve as the sole member thereof is as follows:

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96 DEC 20 PM 1:51

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Name	Address
John W. Saputo	2150 - 47th Street Sarasota, Florida 34234

ARTICLE VIII
Incorporator

The name and address of the incorporator of this corporation is as follows:

Name	Address
J. Gregory Humphries	201 East Pine Street, Suite 701 Orlando, Florida 32801

ARTICLE IX
Amendment of Articles of Incorporation

The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are subject to this reservation.

IN WITNESS WHEREOF, I, the undersigned, have executed these Articles for the uses and purposes therein stated.

J. Gregory Humphries

J. Gregory Humphries

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of December, 1996, by J. Gregory Humphries, who is personally known to me ~~(or who has produced ________________ as identification)~~ and who ~~did~~ (did not) take an oath.

Karen Kiesow

Karen Kiesow
Notary Public - State of Florida

KAREN KIESOW
MY COMMISSION # CC 307508
EXPIRES: September 25, 1997
Bonded Thru Notary Public Underwriters

Saputo/#2334-1-Articles of Inc.Carolina Merger

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE SERVICE OF PROCESS WITHIN FLORIDA AND REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Sections 48.091 and 607.0505, Florida Statutes, the following is submitted: **CAROLINA MERGER CORP.**, (the "Corporation") desiring to organize as a domestic corporation or qualify under the laws of the State of Florida has named and designated J. Gregory Humphries as its Registered Agent to accept service of process within the State of Florida with its registered office located at 201 East Pine Street, Suite 701, Orlando, Florida 32801.

ACKNOWLEDGMENT

Having been named as Registered Agent for the Corporation at the place designated in this Certificate, I hereby agree to act in this capacity; and I am familiar with and accept the obligations of Section 607.0505, Florida Statutes, as the same may apply to the Corporation; and I further agree to comply with the provisions of Florida Statutes, Section 48.091 and all other statutes, all as the same may apply to the Corporation relating to the proper and complete performance of my duties as Registered Agent.

Dated this 19th day of December, 1996.

J. Gregory Humphries

J. Gregory Humphries

P96000102656

CSC THE UNITED STATES CORPORATION COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 210914 4359488

AUTHORIZATION :

COST LIMIT : $ PREPAID

ORDER DATE : January 6, 1997

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-01/06/97--01030--026
****122.50 ****122.50

ORDER TIME : 10:13 AM

ORDER NO. : 210914-005

CUSTOMER NO: 4359488

CUSTOMER: J. Gregory Humphries, Esq
Smith Williams & Humphries
201 East Pine, Suite 701

Orlando, FL 32801

FILED
97 JAN -6 PM 12:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

CAROLINA EAGLE DISTRIBUTING, INC.

INTO

CAROLINA MERGER CORP.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Daniel W Leggett

EXAMINER'S INITIALS:

RECEIVED
97 JAN -6 AM 11:23
DIVISION OF CORPORATION

ARTICLES OF MERGER
of
CAROLINA EAGLE DISTRIBUTING, INC.,
a North Carolina Corporation
with and into
CAROLINA MERGER CORP.,
a Florida Corporation

97 JAN -6 PM 12:20

ARTICLES OF MERGER between **Carolina Eagle Distributing, Inc.** ("Eagle"), a North Carolina corporation, and **Carolina Merger Corp.** ("Carolina"), a Florid corporation.

Pursuant to Section 607.1107 of the Florida Business Corporation Act and Section 55-11-07 of the North Carolina General Corporation Act, Eagle and Carolina adopt the following Articles of Merger.

1. The Agreement and Plan of Merger and Reorganization ("Plan of Merger") dated December 27, 1996 ("the Plan of Merger"), between Eagle and Carolina was approved and adopted by unanimous consent of the sole shareholder of Eagle on December 27, 1996, and was adopted by unanimous consent of the sole shareholder of Carolina on December 27, 1996.

2. Pursuant to the Plan of Merger, all issued and outstanding shares of Eagle stock will be acquired by means of merger of Eagle into Carolina, the surviving corporation ("the Merger").

3. The name and address of Carolina, the surviving corporation, shall be changed to **Carolina Eagle Distributing, Inc.**, 2150 - 47th Street, Sarasota, Florida 34234.

4. The name and address of the Statutory Agent for Carolina are J. Gregory Humphries, Esq., 201 E. Pine St., Suite 701, Orlando, FL 32801.

5. The Plan of Merger is attached as **Exhibit A** and incorporated by reference as if fully set forth herein.

6. The date and time of the effectiveness of the Merger shall be December 31, 1996 with the filing of these Articles of Merger with the Secretary of the State of Florida.

IN WITNESS WHEREOF, the parties have set their hands this 27th day of Dec., 1996.

Carolina Eagle Distributing, Inc.,
a North Carolina corporation

By: John W. Saputo
John W. Saputo, President

Carolina Merger Corp.,
a Florida corporation

By: John W. Saputo
John W. Saputo, President

Saputo/2334-1-Art.of Merger/Eagle-Carolina

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of Dec., 1996, by **John W. Saputo**, as President of **Carolina Eagle Distributing, Inc.**, a North Carolina corporation, on behalf of the corporation, who is personally known to me (or who has produced ______________ as identification) and who did (did not) take an oath.

BARBARA J. TROYER
Notary Public, State of Florida
My comm expires Oct 20, 2000
No CC 594557

Barbara J. Troyer
Notary Public, State of Florida

Name printed, typed or stamped

Serial Number, if any

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of Dec., 1996, by **John W. Saputo**, as President of **Carolina Merger Corp.**, a Florida corporation, on behalf of the corporation, who is personally known to me (or who has produced ______________ as identification) and who did (did not) take an oath.

BARBARA J. TROYER
Notary Public, State of Florida
My comm expires Oct 20, 2000
No CC 594557

Barbara J. Troyer
Notary Public, State of Florida

Name printed, typed or stamped

Serial Number, if any

Exhibit A

AGREEMENT AND PLAN OF MERGER
AND
REORGANIZATION

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION, dated this 27th day of December, 1996, made by and between **CAROLINA MERGER CORP.**, a corporation, organized and existing under the laws of the State of Florida (hereinafter referred to as "Surviving Corporation"), and **CAROLINA EAGLE DISTRIBUTING, INC.**, a corporation, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Merged Corporation"). The Surviving Corporation and the Merged Corporation shall sometimes collectively be referred to as the "Corporation."

WITNESSETH:

WHEREAS, the Board of Directors of each of the parties hereto deem it advisable and generally to the welfare of said corporations and their respective stockholders and in order to effect the reorganization of Merged Corporation pursuant to Section 368 (a)(1)(A) and (F) of the Internal Revenue Code of 1986, as amended, that Merged Corporation should be merged into Surviving Corporation, and that Surviving Corporation merge the Merged Corporation into itself, as authorized by the statutes of the State of Florida under and pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the corporations, parties to this Agreement, by and between themselves and their respective Boards of Directors, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed and do hereby agree each with the other that the Merged Corporation merge itself into Surviving Corporation and that Surviving Corporation shall merge the Merged Corporation into itself pursuant to the provisions of the laws of the State of Florida, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect as follows:

ARTICLE I

Merged Corporation shall be and is hereby merged into Surviving Corporation, and Surviving Corporation shall and it does hereby merge the Merged Corporation into itself. Surviving Corporation shall be the surviving corporation and shall be governed by the laws of the State of Florida, which state shall be its domicile. This merger is done for the purpose of reorganizing Merged Corporation by changing the state of incorporation from North Carolina to Florida, and is effected pursuant to Section 368(a)(1)(A) and (F) of the Internal Revenue Code of 1986, as amended.

ARTICLE II

The Surviving Corporation and the Merged Corporation are 100% wholly-owned by the sole shareholder, **John W. Saputo** of Sarasota, Florida. Every one (1) share of the voting common capital stock of the Merged Corporation issued and outstanding on the Effective Date, as hereinafter defined, by virtue of the merger and without further action on the part of the holder, shall be converted into and become one validly issued, fully paid and non-assessable share of stock of the Surviving Corporation.

ARTICLE III

The terms and conditions of this merger and the mode of carrying it into effect are as follows:

(a) The name of the Surviving Corporation shall be changed to **CAROLINA EAGLE DISTRIBUTING, INC.**

(b) As of the Effective Date, the Certificate of Incorporation of Surviving Corporation shall serve as the Certificate of Incorporation of the Surviving Corporation, until altered or amended as therein provided and as provided by law.

(c) Until altered, amended or repealed as therein provided, the bylaws of the Surviving Corporation, as they shall exist on the effective date of this Agreement, shall be the bylaws of the Surviving Corporation.

(d) The first annual meeting of the members of the Surviving Corporation to be held after the date when this merger becomes effective shall be the annual meeting provided or to be provided by the bylaws thereof.

(e) The first regular meeting of the Board of Directors of the Surviving Corporation to be held after the date when this merger becomes effective may be called or may convene in the manner provided in the bylaws of the Surviving Corporation and may be held at the time and place specified in the notice of meeting.

(f) The Merged Corporation shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the merger.

(g) Neither of the corporations which are parties hereto shall issue or sell, or issue rights to subscribe to, any memberships or shares of its capital stock or shall declare any dividends prior to the Effective Date.

(h) Neither of the corporations which are parties hereto shall incur, prior to the Effective Date, any obligations not within the express contemplation of this Agreement, whether by contract or otherwise, except pursuant to existing agreements and arrangements and except in the ordinary course of business, nor dispose of any material portion of its business or property.

(i) Upon the Effective Date, the separate existence of the Merged Corporation shall cease and the Merged Corporation shall be merged into the Surviving Corporation The Surviving Corporation, in accordance with the provisions of this Agreement, shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Corporations. All of the rights, privileges, powers and franchises of each of the corporations, and all property, real, personal and mixed, and all debts due to each of the corporations shall be vested in the

Surviving Corporation. All property, rights and 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 respective constituent corporations, and the title to any real estate, whether by deed or otherwise, vested in either of the corporations shall not revert or be in any way impaired by reason of this merger, provided that all right of creditors and all liens upon the property of either of the corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Merged Corporation 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.

(j) 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 corporations, according to the terms hereof, the title to any property or rights of the Merged Corporation, the proper officers and directors of the Merged Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement of Merger.

ARTICLE IV

The Surviving Corporation shall have the right to amend, alter, change or repeal any provisions contained in this Agreement which may be contained in the Articles of Incorporation of a corporation organized under the laws of the State of Florida in the manner now and hereafter prescribed by said laws, and all rights conferred upon members herein are granted subject to this reservation.

ARTICLE V

(a) Upon the approval of this Agreement and the merger contemplated herein by the members of the constituent corporations in accordance with the laws of the State of North

Carolina and State of Florida, an original or a copy of this Agreement shall be filed with the Secretary of State of the State of Florida.

(b) Upon the approval of this Agreement by the Secretary of State of the State of Florida and the payment of all fees and taxes required by the State of Florida, this merger shall be effective as of the later of December 31, 1996, or upon the filing of the Articles of Merger ("Effective Date").

ARTICLE VI

In order to facilitate the filing and recording of this Agreement, the same may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to authority duly given by their respective Boards of Directors, have caused this Agreement to be executed by a duly authorized officer of each party.

CAROLINA EAGLE DISTRIBUTING, INC.,
a North Carolina corporation

By: ____________________
Name: John W. Saputo
Title: President

CAROLINA MERGER CORP.,
a Florida corporation

By: ____________________
Name: [illegible] Saputo
Title: [illegible]ent

P96000102656

ARTICLES OF MERGER
Merger Sheet

MERGING:

CAROLINA EAGLE DISTRIBUTING, INC., a North Carolina corporation qualified in Florida, documenbt number F96000005832

INTO

CAROLINA MERGER CORP. which changed its name to

CAROLINA EAGLE DISTRIBUTING, INC., a Florida corporation, P96000102656

File date: January 6, 1997

Corporate Specialist: Karen Gibson