

FROM: HOLLAND & KNIGHT

FAX NO.: 407 244-5288

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Florida Department of State

Division of Corporations

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MERGER OR SHARE EXCHANGE

JUICE BOWL PRODUCTS, INC.

Certificate of Status	1
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Merger  
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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SIMMERS & ASSOCIATES, INC., a Florida corporation, document number  
P97000025958

INTO

**JUICE BOWL PRODUCTS, INC.**, a Florida entity, 323835

File date: February 8, 2000

Corporate Specialist: Karen Gibson

ARTICLES OF MERGER  
OF  
SIMMERS & ASSOCIATES, INC.  
AND  
JUICE BOWL PRODUCTS, INC.

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TALLAHASSEE, FLORIDA

To the Department of State, State of Florida

Pursuant the provisions of the Florida Business Corporation Act, the Florida parent business corporation and the Florida wholly-owned subsidiary business corporation named below do hereby adopt the following articles of merger:

1. The name of the parent corporation, which is a business corporation organized under the laws of the State of Florida, is Juice Bowl Products, Inc. (the "Parent").
2. The name of the subsidiary corporation, which is a business corporation organized under the laws of the State of Florida, is Simmers & Associates, Inc. (the "Subsidiary").
3. The Agreement and Plan of Merger (the "Plan") for merging the Subsidiary into the Parent as approved by resolution of the Board of Directors of each of the Subsidiary and the Parent on February 5, 2000, is attached hereto as Exhibit "A" and is hereby made a part of these Articles of Merger. Approval by the shareholders of each of the Subsidiary and the Parent was not required.
4. The effective time and date of the merger herein provided for in Florida shall be the time of filing of these Articles of Merger with the Department of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this document as of the 5<sup>th</sup> day of February, 2000.

JUICE BOWL PRODUCTS, INC.,  
a Florida corporation

By:   
J. Michael Grady, President

SIMMERS & ASSOCIATES, INC., a  
Florida corporation

By:   
Terry W. Simmers, President

ORL1 #532641 v1

**EXHIBIT "A"****AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger, dated as of February 5, 2000 (the "Agreement"), is entered into by and among Juice Bowl Products, Inc. (the "Survivor"), and Simmers & Associates, Inc. (the "Subsidiary"). The Survivor and the Subsidiary are referred to collectively herein as the "Parties".

**Background**

The Survivor owns all of the outstanding capital stock of the Subsidiary. The Parties desire to merge the Subsidiary into the Survivor pursuant to the "short form" merger statute set forth in Florida Business Corporation Act Section 607.1104. The Parties intend that, upon the consummation of the transactions contemplated by this Agreement, the separate corporate existence of the Subsidiary will cease. Accordingly, in consideration of the mutual agreement and covenants set forth below, the Parties agree as follows:

**Terms and Conditions**

1. Merger. At the Effective Time (as defined in Section 2 below) the Subsidiary shall be merged with and into the Survivor, and the separate corporate existence of the Subsidiary shall cease (the "Merger"). The corporate existence of the Survivor shall continue unaffected and unimpaired by the Merger and, as the surviving corporation, it shall remain governed by the laws of Florida. The Survivor shall retain its current name after the Merger.

2. Effective Time. The Effective Time of the Merger in Florida shall be the time of filing of Articles of Merger with the Secretary of State of the State of Florida.

3. Conversion of Shares. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the Parties, each share of common stock of the Subsidiary that is outstanding immediately prior to the Effective Time shall be cancelled and extinguished and cease to exist. Each share of the Survivor's common stock that is issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.

4. Continuation of Rights and Obligations. At and after the Effective Time of the Merger, the Survivor shall possess all rights, privileges, powers and franchises of the Subsidiary. All property, real, personal, and mixed, all debts due on whatever account, all other things and actions, and every other interest of or belonging to the Subsidiary shall be vested in the Survivor without further action. At and after the Effective Time of the Merger, the Survivor shall assume and be

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liable for all the liabilities and obligations of the Subsidiary as if those liabilities and obligations had been incurred by the Survivor.

5. Survival of Claims. Any claim existing, or action or proceeding pending, by or against the Subsidiary may be prosecuted as if the Merger had not taken place, or the Survivor may be substituted in the place of the Subsidiary in such action or proceeding.

6. Articles of Incorporation and Bylaws. The Articles of Incorporation and By-Laws of the Survivor, as in effect at the Effective Time of the Merger, shall continue in full force and effect.

7. Directors and Officers. The directors and officers of the Survivor in office immediately prior to and at the Effective Time shall remain the directors and officers of the Survivor, retaining their respective offices and positions.

8. Termination. This Agreement may be terminated at any time prior to the Effective Time by any of the Parties.

9. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented in any and all respects by written agreement of the respective Boards of Directors of the Parties (or by their respective officers authorized by such Boards of Directors) at any time prior to the Effective Time with respect to any of the terms contained herein.

10. Further Actions. If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and/or directors of the Parties shall take such action.

11. Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

13. Applicable Law. This Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of laws or rules thereof.

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