

339507

Document Number Only

CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301
850-222-1092

DATE: 12 / 26

EFFECTIVE DATE
12/31/00

600003512846--5
-12/26/00--01063--003
*****70.00 *****70.00
600003512846--5
-12/26/00--01063--004
*****35.00 *****35.00

Corporation(s) Name

R'S McCoy Corporation

Merging: Florida Bottled Water Company

McCoy Transport Inc.

Merger

☐ Profit
☐ Nonprofit

☐ Amendment

☒ Merger

☐ Foreign
☐ LLC

☐ Dissolution
☐ Withdrawal

☐ Mark

☐ Limited Partnership

☐ UBR

☐ Other

☐ Reinstatement

☐ Fictitious Name

☐ Ch. RA

☐ UCC ☐ 1 or ☐ 3

***Special Instructions**

☐ Certified Copy

☐ Photocopies

☐ CUS

☐ parts/amends/mergers ☐ Other-See Above

☒ Walk in

☒ Pick-up

☐ Will Wait

Please Return Filed Stamped
Copies To:

Jeffrey Butterfield

Thank You!

X00789, 00721, 00672

DR
12/27/00

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

MCCOY TRANSPORT, INC., a Florida corporation P93000008302

FLORIDA BOTTLED WATER COMPANY, a Florida corporation J12934

INTO

THE R & S MCCOY CORPORATION, a Florida entity, 339507.

File date: December 26, 2000 , effective December 31, 2000

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

December 26, 2000

CT Corporation System
660 East Jefferson St.
Tallahassee, FL 32301

SUBJECT: THE R & S MCCOY CORPORATION
Ref. Number: 339507

WALK-IN
pick-up

We have received your document for THE R & S MCCOY CORPORATION and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Our records indicate the current name of the entity is as it appears on the enclosed computer printout. Please correct the name throughout the document.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

ATW: Annette Ramsey
Corporate Specialist

Letter Number: 200A00064379

please Buck Dente.
THANK you!

RECEIVED
00 DEC 27 PM 2:07
DIVISION OF CORPORATION

EFFECTIVE DATE
12/31/00
ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation is:

Name

Jurisdiction

The R & S McCoy Corporation

Florida

Second: The name and jurisdiction of each merging corporation is:

Name

Jurisdiction

Florida Bottled Water Company

Florida

McCoy Transport, Inc.

Florida

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR 12 / 31 / 00 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/01/00.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)




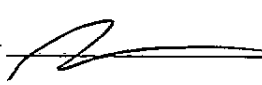
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/01/00.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
DEC 26 PM 4:50
STATE
TALLAHASSEE, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

| <u>Name of Corporation</u> | <u>Signature</u> | <u>Typed or Printed Name of Individual & Title</u> |
|-------------------------------|---|--|
| Florida Bottled Water Company |  | Michael E. Hulme, Jr., VP & Secretary |
| The R & S McCoy Corporation |  | Michael E. Hulme, Jr., VP & Secretary |
| McCoy Transport, Inc. |  | Michael E. Hulme, Jr., VP & Secretary |
| The R & S McCoy Corporation |  | Michael E. Hulme, Jr., VP & Secretary |
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| | | |
| | | |
| | | |

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation is:

| <u>Name</u> | <u>Jurisdiction</u> |
|--|---------------------|
| <u>The R & S McCoy Corporation</u> | <u>Florida</u> |

Second: The name and jurisdiction of each merging corporation is:

| <u>Name</u> | <u>Jurisdiction</u> |
|--------------------------------------|---------------------|
| <u>Florida Bottled Water Company</u> | <u>Florida</u> |
| <u>McCoy Transport, Inc.</u> | <u>Florida</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

Third: The terms and conditions of the merger are as follows:

See Agreement and Plan of Merger by and between Florida Bottled Water Company and R&S McCoy Corporation marked as Exhibit AA and Agreement and Plan of Merger by and between McCoy Transport, Inc. and R&S McCoy Corporation marked as Exhibit BB.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Agreement and Plan of Merger by and between Florida Bottled Water Company and R&S McCoy Corporation marked as Exhibit AA and Agreement and Plan of Merger by and between McCoy Transport, Inc. and R&S McCoy Corporation marked as Exhibit BB.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation is:

| <u>Name</u> | <u>Jurisdiction</u> |
|-------------|---------------------|
| _____ | _____ |

The name and jurisdiction of each subsidiary corporation is

| <u>Name</u> | <u>Jurisdiction</u> |
|-------------|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property is as follows:

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation; a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, F.S. would be entitled to vote and who dissent from the merger pursuant to section 607.1320, F.S., may be entitled, if they comply with the provisions of chapter 607 regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance

Exhibit AA
AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of December 1, 2000, ("Agreement") by and between Florida Bottled Water Company, a Florida corporation ("Mergee"), and The R & S McCoy Corporation, a Florida corporation ("R & S McCoy"). Mergee and R & S McCoy are sometimes hereinafter collectively referred to as the "Constituent Corporations."

BACKGROUND

In order to take advantage of more modern corporate law statute and a more fully-developed body of corporate case law, the respective Boards of Directors of the Constituent Corporations have duly approved this Agreement and its execution and delivery.

TERMS

The parties hereto agree as follows:

Article I

Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Article I hereof) Mergee shall be merged with and into R & S McCoy Corporation (the "Merger") pursuant to the provisions of the Florida Business Corporation Act, the separate corporate existence of Mergee shall cease, and R & S McCoy shall be the surviving corporation ("Surviving Corporation") and continue its existence under Florida Law under the name "The R & S McCoy Corporation."

Effect of Merger. At the effective time of the Merger, the Surviving Corporation 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 Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of said Constituent Corporations on whatever account, for stock subscriptions as well 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 several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of such Constituent Corporations, shall not revert or be in any way impaired by reason of this Agreement; but all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to said 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.

Shareholder Approval. Subsequent to the execution of this Agreement, Mergee and R & S McCoy shall submit this Agreement to each of its shareholders for their approval pursuant to the applicable provisions of the Florida Business Corporation Act.

Instruments of Merger. Following the approval of this Agreement by the shareholders of Mergee, upon fulfillment or waiver of the other conditions specified in Article IV hereof and provided that this Agreement has not been terminated pursuant to Article V hereof, the parties hereto will cause the Merger to be consummated by filing with the Secretary of State of the State of Florida the appropriate Articles of Merger, duly executed between and by Mergee and R & S McCoy in accordance with the respective requirements of the Florida Business Corporation Act and this agreement.

Effective Time. The Merger shall become effective as of December 31, 2000, (such date and time being herein sometimes referred to as the "Effective Time").

Article II

Certificate of Incorporation; Bylaws. The Certificate of Incorporation of the Surviving Corporation shall be the same as the Certificate of Incorporation of R & S McCoy as in effect at the Effective Time without further shareholder action. The Bylaws of the Surviving Corporation shall be the same as the Bylaws of R & S McCoy in effect at the Effective Time without further shareholder action.

Directors. The directors of R & S McCoy immediately prior to the Effective Time shall continue as the directors of the Surviving Corporation after the Effective Time, to hold office until the expiration of their current terms, or their prior resignation, removal or death.

Officers. The officers of R & S McCoy immediately prior to the Effective Time shall continue as the officers of the Surviving Corporation after the Effective Time, to hold office until at the pleasure of the Board of Directors of the Surviving Corporation.

Article III

Conversion of Stock. At the Effective Time: Each share of the common stock \$0.00 par value per share, of Mergee ("Mergee Common Stock") issued and outstanding immediately prior to the Effective Time and each share of Mergee Common Stock held in Mergee's treasury immediately prior to the Effective Time shall, without any action on the part of the holder thereof, be canceled and no cash, securities or other consideration shall be delivered in exchange therefor. Each share of Common Stock, 0.00 par value, of R & S McCoy issued and outstanding immediately prior to the Effective Time, shall, without any action on the part of the holder thereof, automatically be converted into one share of Common Stock, par value \$0.00 per share, of the Surviving Corporation.

Article IV

Conditions of Merger. Consummation of the Merger is subject to the satisfactions of the following conditions on or before the Effective Time:

Shareholder Approval. The Merger shall have received the requisite approval of the sole shareholder of Mergee and R & S McCoy Corporation;

Third Party Consents. All required consents of third parties with respect to the transactions contemplated by this Agreement are obtained.

These conditions regarding third-party consents set forth above may be waived in the discretion of the Board of Directors of the Company.

Article V.

Modification and Termination. Notwithstanding satisfaction of the conditions set forth in Article IV hereof, at any time before the Effective Time, (a) this Agreement may be modified in any manner not inconsistent with its general purpose by the Boards of Directors of Mergee and R & S McCoy Corporation, provided that no modification, unless adopted and approved by the shareholders of Mergee in the manner prescribed under Florida law, shall (i) change the amount of kind of shares to be received as a result of the Merger following the approval of this Agreement by the shareholders of Mergee, (ii) change any of the terms of the Certificate of Incorporation or (iii) change the terms of this Agreement, if any such change would adversely affect the shareholders of Mergee; and (b) this Agreement may be terminated and abandoned, or its consummation deferred for a reasonable period, if in the opinion of Mergee's Board of Directors, or in the case of deferral, of an authorized officer, such action would be in the best interests of Mergee and its shareholders.

Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Mergee such deeds and other instruments, and there shall be taken or caused to be taken by it all further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Mergee, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Mergee or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FLORIDA BOTTLED WATER COMPANY

By: _____
Michael E. Hulme, Jr.,
Vice President & Secretary

THE R & S MCCOY CORPORATION

By: _____
Michael E. Hulme, Jr.,
Vice President & Secretary

Exhibit BB
AGREEMENT AND PLAN OF MERGER

THIS IS AN AGREEMENT AND PLAN OF MERGER dated as of December 1, 2000, ("Agreement") by and between McCoy Transport, Inc., a Florida corporation ("Mergee"), and The R & S McCoy Corporation, a Florida corporation ("R & S McCoy"). Mergee and R & S McCoy are sometimes hereinafter collectively referred to as the "Constituent Corporations."

BACKGROUND

In order to take advantage of more modern corporate law statute and a more fully-developed body of corporate case law, the respective Boards of Directors of the Constituent Corporations have duly approved this Agreement and its execution and delivery.

TERMS

The parties hereto agree as follows:

Article I

Merger. Subject to the terms and conditions hereof, at the Effective Time (as defined in Article I hereof) Mergee shall be merged with and into R & S McCoy Corporation (the "Merger") pursuant to the provisions of the Florida Business Corporation Act, the separate corporate existence of Mergee shall cease, and R & S McCoy shall be the surviving corporation ("Surviving Corporation") and continue its existence under Florida Law under the name "The R & S McCoy Corporation."

Effect of Merger. At the effective time of the Merger, the Surviving Corporation 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 Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to any of said Constituent Corporations on whatever account, for stock subscriptions as well 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 several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any of such Constituent Corporations, shall not revert or be in any way impaired by reason of this Agreement; but all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to said 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.

Shareholder Approval. Subsequent to the execution of this Agreement, Mergee and R & S McCoy shall submit this Agreement to each of its shareholders for their approval pursuant to the applicable provisions of the Florida Business Corporation Act.

Instruments of Merger. Following the approval of this Agreement by the shareholders of Mergee, upon fulfillment or waiver of the other conditions specified in Article IV hereof and provided that this Agreement has not been terminated pursuant to Article V hereof, the parties hereto will cause the Merger to be consummated by filing with the Secretary of State of the State of Florida the appropriate Articles of Merger, duly executed between and by Mergee and R & S McCoy in accordance with the respective requirements of the Florida Business Corporation Act and this agreement.

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Article II

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Directors. The directors of R & S McCoy immediately prior to the Effective Time shall continue as the directors of the Surviving Corporation after the Effective Time, to hold office until the expiration of their current terms, or their prior resignation, removal or death.

Officers. The officers of R & S McCoy immediately prior to the Effective Time shall continue as the officers of the Surviving Corporation after the Effective Time, to hold office until at the pleasure of the Board of Directors of the Surviving Corporation.

Article III

Conversion of Stock. At the Effective Time: Each share of the common stock \$0.00 par value per share, of Mergee ("Mergee Common Stock") issued and outstanding immediately prior to the Effective Time and each share of Mergee Common Stock held in Mergee's treasury immediately prior to the Effective Time shall, without any action on the part of the holder thereof, be canceled and no cash, securities or other consideration shall be delivered in exchange therefor. Each share of Common Stock, 0.00 par value, of R & S McCoy issued and outstanding immediately prior to the Effective Time, shall, without any action on the part of the holder thereof, automatically be converted into one share of Common Stock, par value \$0.00 per share, of the Surviving Corporation.

Article IV

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These conditions regarding third-party consents set forth above may be waived in the discretion of the Board of Directors of the Company.

Article V.

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Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Mergee such deeds and other instruments, and there shall be taken or caused to be taken by it all further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Mergee, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Mergee or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the day and year first above written.

MCCOY TRANSPORT, INC.

By: _____
Michael E. Hulme, Jr.,
Vice President & Secretary

THE R & S MCCOY CORPORATION

By: _____
Michael E. Hulme, Jr.,
Vice President & Secretary