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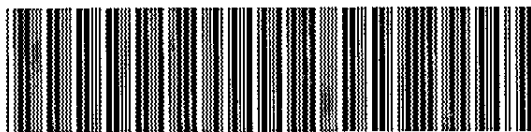
(Business Entity Name)

(Document Number)

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EFFECTIVE DATE

10/27/03

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RECEIVED  
03 OCT 23 11:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED  
03 OCT 23 12:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

APR  
10/23/03

CT CORPORATION

October 23, 2003

Secretary of State, Florida  
409 East Gaines Street  
Tallahassee FL 32399

Re: Order #: 5954107 SO  
Customer Reference 1:  
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

PANAMA CITY COCA-COLA BOTTLING COMPANY (FL)  
Merger (Discontinuing Company)  
Florida

Effective date Oct. 27, 2003 12:01 A.M.

PANAMA CITY COCA-COLA BOTTLING COMPANY (FL)  
Obtain Document - Misc - Certified Copy of Merger  
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

*Melanie Strickland*

*\* Please give this \*  
to Annette Ramsay.*

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

*Annette: Please call me  
with any problems on this  
filing. Must have the*

10/27/03

**ARTICLES OF MERGER**  
(Profit Corporations)

FILED  
03 OCT 23 PM 12:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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 (hereinafter sometimes referred to as the "Corporation"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>Columbus Coca-Cola Bottling Company</u>	<u>Delaware</u>	_____

Second: The name and jurisdiction of the merging corporation (hereinafter sometimes referred to as the "Subsidiary"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>Panama City Coca Cola Bottling Company</u>	<u>Florida</u>	_____

Third: The agreement and plan of merger is on file at a place of business of the Corporation, which is located at 4115 Coca-Cola Plaza, Charlotte, North Carolina.

Fourth: The merger shall become effective at 12:01 a.m. on October 27, 2003.

Fifth: On October 21, 2003, in order to merge the Subsidiary into the Corporation, the Board of Directors and the sole shareholder of the Corporation and the Subsidiary adopted the Agreement and Plan of Merger set forth on Exhibit A attached hereto.

PANAMA CITY COCA COLA BOTTLING COMPANY

By: Umesh M. Kasbekar  
Umesh M. Kasbekar, Vice President

COLUMBUS COCA-COLA BOTTLING COMPANY

By: T. Fred Melton  
T. Fred Melton, Vice President

**AGREEMENT AND PLAN OF MERGER**  
**OF**  
**PANAMA CITY COCA COLA BOTTLING COMPANY**  
**(A Florida corporation)**  
**WITH AND INTO**  
**COLUMBUS COCA-COLA BOTTLING COMPANY**  
**(A Delaware corporation)**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 21<sup>st</sup> day of October, 2003, pursuant to Section 253 of the General Corporation Law of the State of Delaware and Section 607.1103 of the Florida Business Corporation Act, by and between and **COLUMBUS COCA-COLA BOTTLING COMPANY**, a Delaware corporation, and **PANAMA CITY COCA COLA BOTTLING COMPANY**, a Florida corporation.

**STATEMENT OF PURPOSE**

Columbus Coca-Cola Bottling Company (the "Surviving Entity") is the sole shareholder of Panama City Coca Cola Bottling Company (the "Merging Entity"). This Agreement sets forth the particulars of the merger of the Merging Entity with and into the Surviving Entity.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby set forth the terms and conditions of said merger, and manner of effecting the same, as follows:

**ARTICLE I**  
**CONSTITUENT ENTITIES**

Section 1.1 **Merging Entity.** The Merging Entity and the Surviving Entity are the entities to be merged pursuant to this Agreement (the "Merger") and are referred to collectively herein as the "Constituent Entities" and sometimes individually as a "Constituent Entity."

Section 1.2 **Name of Surviving Entity.** Following the Merger, the Surviving Entity will retain the name "Columbus Coca-Cola Bottling Company."

## ARTICLE II TERMS AND CONDITIONS OF THE MERGER

Section 2.1 **Merger and Effect.** The Merging Entity shall be merged with and into the Surviving Entity, effective as provided in Section 2.2 below. The Surviving Entity shall continue to be governed by the laws of the State of Delaware, and the separate existence of the Merging Entity shall thereby cease. Each Merger shall be pursuant to, and have the effects provided by, the applicable provisions of the General Corporation Law of the State of Delaware and the Florida Business Corporation Act.

Section 2.2 **Effective Time.** The Merger shall become effective as of October 27, 2003 at 12:01 a.m. Eastern Standard Time (such time and date being referred to herein as the "Effective Time").

Section 2.3 **Rights of Constituent Entities.** From and after the Effective Time, the Surviving Entity shall, to the extent consistent with its Certificate of Incorporation, possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Entities. All property (real, personal and mixed), all debts due on whatever account (and all other choses in action) and all and every other interest (of or belonging to or due to each of the Constituent Entities) shall be taken and deemed to be transferred to and vested in the Surviving Entity, without further act or deed. Title to any real estate (or any interest therein) vested in each of the Constituent Entities shall not revert to or be in any way impaired by reason of the Merger.

Section 2.4 **Debts and Liabilities of Merging Entity.** From and after the Effective Time, the Surviving Entity shall thenceforth be responsible and liable for all debts, liabilities, obligations, duties and penalties of each of the Constituent Entities, and the same shall thenceforth attach to the Surviving Entity and may be enforced against the Surviving Entity to the same extent as if said debts, liabilities, obligations, duties and penalties had been incurred or contracted by the Surviving Entity. No liability or obligation due at the Effective Time (or then to become due), nor any claim or demand for any cause then existing against either of the Constituent Entities (or any stockholder, member, director, manager or officer thereof) shall be released or impaired by the Merger. All rights of creditors and all liens upon property of either of the Constituent Entities shall be preserved unimpaired. Any existing claim and any action or proceeding (civil or criminal) pending by or against either of the Constituent Entities may be prosecuted as if the Merger had not taken place, with the Surviving Entity being substituted in place of the Merging Entity and any judgment rendered against either of the Constituent Entities being enforceable against the Surviving Entity.

### ARTICLE III

#### CERTIFICATE OF INCORPORATION AND BYLAWS

Section 3.1 **Certificate of Incorporation of Surviving Entity.** At the Effective Time, the Certificate of Incorporation of the Surviving Entity shall continue to be the Certificate of Incorporation of the Surviving Entity, and no change to such Certificate of Incorporation shall be effected by the Merger.

Section 3.2 **Bylaws of Surviving Entity** At the Effective Time, the bylaws of the Surviving Entity (the "**Bylaws**") shall continue to be the Bylaws of the Surviving Entity, and no change to such Bylaws shall be effected by the Merger. After the Effective Time, the Bylaws may be amended and modified, from time to time, in accordance with their terms and applicable law.

Section 3.3 **Directors and Officers of Surviving Entity.** At the Effective Time, the directors and officers of the Surviving Entity (the "**Management**") shall continue to be the directors and officers of the Surviving Entity, and no change to the Management shall be effected by the Merger. After the Effective Time, the Management may be restructured and modified, from time to time, in accordance with the Bylaws.

### ARTICLE IV

#### MANNER AND BASIS OF CONVERTING OWNERSHIP INTERSTS

Section 4.1 **Capital Stock of Merging Entity.** Due to the fact that the Merging Entity is wholly owned by the Surviving Entity, at the Effective Time, by virtue of the Merger, the capital stock of the Merging Entity, issued and outstanding immediately prior to the Effective Time, shall be deemed cancelled and shall not be converted into any interest of the Surviving Entity.

Section 4.2 **Capital Stock of Surviving Entity.** At the Effective Time, the outstanding capital stock of the Surviving Entity immediately prior to the Effective Time (i) shall not be converted, exchanged or altered in any manner as a result of the Merger and (ii) shall remain the only outstanding capital stock of the Surviving Entity.

Section 4.3 **No Additional Security Issuance.** No cash, shares, securities, certificates or obligations will be distributed or issued as the result of the Merger.

### ARTICLE V

#### TERMINATION OF AGREEMENT OF MERGER

Section 5.1 **Termination Procedure.** This Agreement may be terminated by the action of either Constituent Entity at any time prior to the Effective Time.

ARTICLE VI  
MISCELLANEOUS

Section 6.1 Binding Effect, Construction, Etc. This Agreement (i) shall be binding upon and shall inure to the benefit of the Constituent Entities and their respective successors and assigns, (ii) shall be construed, interpreted, enforced and governed by and under the laws of the States of Delaware and Florida, as applicable, and (iii) contains the final, complete and exclusive statement of the agreement between the Constituent Entities with respect to the subject matter hereof, all prior or contemporaneous oral or written statements, representations or agreements by or between the Constituent Entities with respect to the subject matter hereof being merged herein. Each Constituent Entity, upon the request of the other Constituent Entity, agrees to perform all further acts (and execute, acknowledge or deliver any instruments or documents) as may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement. This Agreement may not be changed or modified orally but only by an instrument in writing signed by duly authorized representatives of the Constituent Entities (which states that it is an amendment to this Agreement). This Agreement may be executed in any number of counterparts, all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives, as of the 21<sup>st</sup> day of October, 2003.

"Surviving Entity"

COLUMBUS COCA-COLA  
BOTTLING COMPANY

By: T. Fred Melton  
T. Fred Melton, Vice President

"Merging Entity"

PANAMA CITY COCA COLA  
BOTTLING COMPANY

By: Umesh M. Kasbekar  
Umesh M. Kasbekar, Vice President