

Division of Corporations

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M/2000002542

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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RE-SUBMIT

To: Division of Corporations
Fax Number : (850) 617-6380

Please retain original filing
date of submission 6/13

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.**

Email Address: _____

MERGER OR SHARE EXCHANGE P-AMERICAS, LLC

Certificate of Status	0
Certified Copy	0
Page Count	9515
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\$70.00

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Corporate Filing Menu

Help



June 16, 2014

FLORIDA DEPARTMENT OF STATE
Division of Corporations

P-AMERICAS, LLC
1 PEPSI WAY
SOMERS, NY 10589

SUBJECT: P-AMERICAS, LLC
REF: M12000002542

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The filing fee to file the articles of merger is \$35 per party involved in the merger. Please provide the agreement and plan of merger mentioned in the document as an attachment.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell
Regulatory Specialist II

FAX Aud. #: H14000140765
Letter Number: 514A00013009

RE-SUBMIT
Please retain original filing
date of submission 6/13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: P-Americas, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Rosanna DeVeau

Contact Person

PepsiCo, Inc.

Firm/Company

1 Pepsi Way

Address

Somers, NY 10589

City, State and Zip Code

rosanna.deveau@pepsico.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Rosanna DeVeau

at (914-) 767-6000

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED
14 JUN 13 PM 3:28

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Central K, Inc.	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
P-Americas, LLC	Delaware	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to no more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1 Pepsi Way

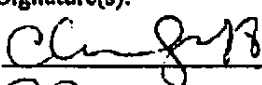
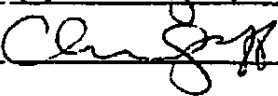
Somers, NY 10589

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Central K, Inc.		Christine Griff, Vice President
P-Americas, LLC		Christine Griff, Manager

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Central K, Inc.	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
P-Americas, LLC	Delaware	LLC

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

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Victor De Hoyos, Manager, 7701 Legacy Drive, Plano, TX 75024

Christine Griff, Manager, 700 Anderson Hill Road, Purchase, NY 10577

Megan M. Hurley, Manager, 1 Pepsi Way, Somers, NY 10589

Charles F. Mueller, Manager, 700 Anderson Hill Road, Purchase, NY 10577

Cynthia Swanson, Manager, 700 Anderson Hill Road, Purchase, NY 10577

David Yawman, Manager, 1 Pepsi Way, Somers, NY 10589

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

CENTRAL K AGREEMENT AND PLAN OF MERGER

This CENTRAL K AGREEMENT AND PLAN OF MERGER, dated as of June 13, 2014 (this "Agreement"), by and between Central K, Inc., a Florida corporation ("Central K"), and P-Americas, LLC, a Delaware limited liability company ("P-Americas").

RECITALS

A. WHEREAS, as of the date hereof, Pepsi-Cola Metropolitan Bottling Company, Inc., a New Jersey corporation ("Metro"), is the sole shareholder of Central K.

B. WHEREAS, as of the date hereof, Metro owns all of P-Americas' limited liability company interests ("P-Americas Interests") and P-Americas is treated for income tax purposes as an entity that is disregarded as separate from Metro.

C. WHEREAS, upon the terms set forth in this Agreement and in accordance with Chapter 607.1109 of the Florida Business Corporation Act ("FBCA") and Section 18-209 of the Delaware Limited Liability Company Act (the "LLC Act"), P-Americas and Central K desire that Central K merge with and into P-Americas with P-Americas continuing as the surviving company (the "Merger").

D. WHEREAS, the board of directors of Central K has (i) determined that this Agreement and the Merger and the other transactions contemplated hereby are fair to, and in the best interests of, Central K and its sole stockholder, (ii) approved this Agreement and declared its advisability and (iii) recommended the adoption of this Agreement by the sole stockholder of Central K.

E. WHEREAS, the Managers of P-Americas have (i) determined that this Agreement and the Merger and the other transactions contemplated hereby are fair to, and in the best interests of, P-Americas and its sole member and (ii) approved the Merger and approved and adopted this Agreement.

F. WHEREAS, Metro, as the sole stockholder of Central K and the sole member of P-Americas, has approved the Merger and approved and adopted this Agreement.

G. WHEREAS, the Merger is intended to qualify as a tax-free liquidation under Section 332 of the Internal Revenue Code of 1986, as amended (the "Code") and any comparable provisions of state and local law and as a tax-free reorganization under Section 368(a) of the Code and any comparable provisions of state or local law.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, and intending to be legally bound thereby, the parties hereto agree as follows:

1. The Merger; Effective Time. Upon the terms set forth in this Agreement and the Certificate of Merger (as defined below), and in accordance with the FBCA and the LLC Act, at the Effective Time (as defined below), Central K shall merge with and into P-Americas. The effects of the Merger shall be as provided in the FBCA and the LLC Act. As a result of the Merger, at the Effective Time, the separate corporate existence of Central K shall cease and thereafter P-Americas shall continue as the surviving company of the Merger (the "Surviving Company"). The Surviving Company shall succeed, insofar as permitted by law, to all rights, assets, liabilities and obligations of Central K in accordance with the FBCA and the LLC Act.

2. Effective Time; Closing. The parties hereto shall cause the Merger to be consummated on the date hereof, or such other time as P-Americas, in its sole discretion, shall determine (such time, which shall be specified in the Certificate of Merger, being the "Effective Time"), by filing a certificate of merger (the "Certificate of Merger") with the Florida Department of State and the Secretary of State of Delaware, in such form as is required by, and executed in accordance with, the relevant provisions of the FBCA and the LLC Act.

3. Conversion of Securities. At the Effective Time, automatically by virtue of the Merger and without any further action by any of the parties hereto or any other person:

a. Each share of Central K Stock issued and outstanding immediately prior to the Effective Time and all rights in respect thereof shall forthwith be cancelled and retired and shall cease to exist, and no new Central K Stock or P-Americas Interests or other consideration shall be issued or delivered in exchange therefor.

b. The P-Americas Interests and all rights in respect thereof shall be unaffected by the Merger.

4. Governing Documents; Directors and Officers.

a. Certificate of Formation. From and after the Effective Time, the certificate of formation of P-Americas, as in effect immediately prior to the Effective Time, shall be the certificate of formation of the Surviving Company, until thereafter amended as provided by law and such certificate of formation.

b. Limited Liability Company Agreement. From and after the Effective Time, the limited liability company agreement of P-Americas, as in effect immediately prior to the Effective Time, shall continue in full force and effect in accordance with its terms and shall be the limited liability company agreement of the Surviving Company until thereafter amended as provided by law, the certificate of formation of the Surviving Company and such liability company agreement.

c. Managers, Officers and Authorized Persons. From and after the Effective Time, the managers, officers and authorized persons of P-Americas, if any, immediately prior to the Effective Time shall be the managers, officers and authorized persons of the Surviving Company, until thereafter changed in accordance with the certificate of formation and the limited liability company agreement of the Surviving Company.

5. Plan of Liquidation/Plan of Reorganization. This Agreement is intended to constitute, and is hereby adopted as, a "plan of liquidation" for purposes of Section 332 of the Code and a "plan of reorganization" for purposes of Section 368 of the Code and similar treatment under any comparable provisions of state or local law.

6. Further Assurances. Each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as the other party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

7. Miscellaneous. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law provisions that would cause the application of laws of any other jurisdiction other than the State of New York. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same document. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. If any provision of this Agreement or the application of any such provision to any person or entity or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect or impair any other provision hereof. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Central K and P-Americus have caused this Agreement to be executed as of the date first written above by their respective managers, officers or authorized persons thereunto duly authorized.

CENTRAL K, INC.

By: 
Name: Christine Griffin
Title: Vice President

P-AMERICAS, LLC

By: 
Name: Christine Griffin
Title: Manager