



563494

FILED
01 OCT 19 PM 2:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032
REFERENCE : 069556 4304937
AUTHORIZATION : *Patricia Piguto*
COST LIMIT : \$ 70.00

ORDER DATE : October 18, 2001

ORDER TIME : 9:44 AM

ORDER NO. : 069556-005

CUSTOMER NO: 4304937

CUSTOMER: Mark Devito, Legal Asst
Mintz, Levin, Cohn, Ferris,
One Financial Center

Boston, MA 02111

merger

RECEIVED
01 OCT 19 AM 10:23
DIVISION OF CORPORATION

ARTICLES OF MERGER

800004645128--4

BUCKHEAD SOUTH, INC.

INTO

GREAT AMERICAN VENDING, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Deborah Schroder EXT. 1118
EXAMINER'S INITIALS: *DR*

10/22/01

X02250, 00721, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

BUCKHEAD SOUTH, INC., a Florida corporation S63493

INTO

GREAT AMERICAN VENDING, INCORPORATED, a Florida entity, S63494.

File date: October 19, 2001

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Amount charged: 70.00



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

October 19, 2001

CSC
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: GREAT AMERICAN VENDING, INCORPORATED
Ref. Number: S63494

RESUBMIT
Please give original
submission date as file date.

We have received your document for GREAT AMERICAN VENDING, INCORPORATED and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

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) 245-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 501A00057907

RECEIVED
01 OCT 22 PM 12:32
DIVISION OF CORPORATION

ARTICLES OF MERGER
OF
BUCKHEAD SOUTH, INC.
AND

GREAT AMERICAN VENDING, INCORPORATED

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporations herein named do hereby adopt the following articles of merger.

1. The following Annexed hereto and made a part hereof is the Plan of Merger for merging Buckhead South, Inc. with and into Great American Vending, Incorporated as approved and adopted by written consent of the shareholders of Buckhead South, Incorporated to vote thereon given on September 13, 2001, in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act, and as approved and adopted by written consent of the shareholders of Great American Vending, Incorporated entitled to vote thereon given on September 13, 2001 in accordance with the provisions of Section 607.0704 the Florida Business Corporation Act.

2. Great American Vending, Incorporated will continue its existence as the surviving corporation under its present name pursuant to the provisions of the Florida Business Corporation Act.

3. The effective time and date of the merger herein shall provided for shall be as of the date hereof.

Executed on September 13, 2001

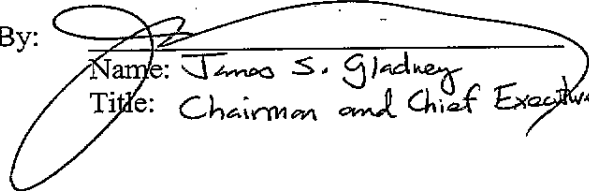
BUCKHEAD SOUTH, INC.

By:


Name: James S. Gladney
Title: Chairman and Chief Executive Officer

GREAT AMERICAN VENDING, INCORPORATED

By:


Name: James S. Gladney
Title: Chairman and Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of the 13th day of September, 2001 between Buckhead South, Inc., a corporation organized under the laws of the State of Florida ("Buckhead"), and Great American Vending, Incorporated, a wholly-owned subsidiary of Buckhead organized under the laws of the State of Florida ("Great American"). The two corporations are hereinafter sometimes called the "Constituent Corporations." Buckhead is hereinafter also sometimes referred to as the "Merged Corporation," and Great American is hereinafter also sometimes referred to as the "Surviving Corporation."

WITNESSETH:

WHEREAS, the Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that Buckhead be merged with and into Great American under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of Florida in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Buckhead by its Articles of Incorporation has an authorized capital stock consisting of 1,000 shares of Common Stock, \$10.00 par value per share, of which 501 shares of such Common Stock are now issued and outstanding, and which shares of issued and outstanding Common Stock shall be converted into shares of Common Stock of the Surviving Corporation on the effective date of the merger;

WHEREAS, Great American by its Articles of Incorporation (the "Charter") has an authorized capital stock consisting of 1,000 shares of Common Stock, par value \$10.00 per share, of which 1,000 shares are outstanding, and which shares of issued and outstanding Common Stock shall be canceled on the effective date;

WHEREAS, the registered office of Buckhead in the State of Florida is located at 13831 S.W. 59th St., Miami, FL 33183, and the registered office of Great American in the State of Florida is located at 13831 S.W. 59th St., Miami, FL 33183.

NOW, THEREFORE, the Constituent Corporations, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby, pursuant to Section 607.1101 of the Florida Business Corporation Act ("FBCA"), prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: Great American hereby merges with Buckhead, and Buckhead shall be and hereby is merged with and into Great American, which shall be the Surviving Corporation. The separate existence of Buckhead shall cease at the effective date of the merger in accordance with applicable law.

SECOND: The Charter of Great American, as in effect on the date of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the

certificate of incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The manner of converting the outstanding shares of the capital stock of the Merged Corporation into the shares of the Surviving Corporation shall be as follows:

(a) Each one (1) share of Common Stock of the Merged Corporation which shall be outstanding on the effective date of the merger, and all rights in respect thereof shall, without any further action on the part of anyone, be changed and converted into one (1) share of Common Stock of the Surviving Corporation on and as of the effective date of the merger.

(b) After the effective date of the merger, each holder of a certificate or certificates which theretofore represented shares of Common Stock of the Merged Corporation shall cease to have any rights as a stockholder of the Merged Corporation except as such are expressly reserved to such stockholder by statute. After the effective date of the merger, all of the outstanding certificates of the Merged Corporation which prior to that time represented shares of Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of the Surviving Corporation into which the shares of the Merged Corporation represented by such certificates have been converted as herein provided.

(c) No certificates or script representing fractional shares of the Surviving Corporation Common Stock shall be issued upon surrender for exchange of certificates representing shares of the Merged Corporation. In lieu of such fractional shares, each fractional share shall be rounded up to the nearest whole number.

FOURTH: Each share of Common Stock of Great American which shall be outstanding on the effective date of the merger shall, without any further action on the part of anyone, be canceled on and as of the effective date of the merger.

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

(a) The By-laws of the Surviving Corporation as they shall exist on the effective date of the merger shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) The directors of the Surviving Corporation shall be as set forth below, each to continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified:

James S. Gladney
Mark A. Bruno

(c) The officers of the Surviving Corporation shall be the officers of Great American, each to continue in office until the next annual meeting of directors and until their successors shall have been elected and qualified.

(d) At and after the effective date of the merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Corporations; all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, contracts, commitments, privileges, powers and franchises and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

(e) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Corporations acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

(f) This Agreement and Plan of Merger shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The merger shall take effect when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the FBCA are accepted for filing by the appropriate office of the State of Florida.

(g) This Agreement and Plan of Merger may be terminated or abandoned by (i) either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (ii) the mutual consent of the Constituent Corporations, each acting by its Board of Directors, at any time after such adoption by such stockholders and prior to the effective date of the merger. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.

(h) From the effective date of the merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement and Plan of Merger.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be executed by the President and attested by the Secretary of each party hereto.

BUCKHEAD SOUTH, INC.

By: 

James S. Gladney, Chairman and Chief
Executive Officer

ATTEST:

By: 

GREAT AMERICAN VENDING, INCORPORATED

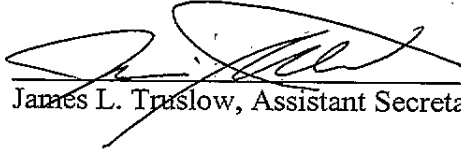
By: 

James S. Gladney, Chairman and Chief
Executive Officer

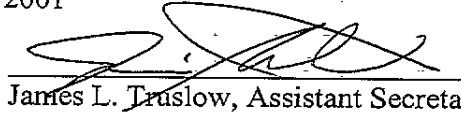
ATTEST:

By: 

The undersigned, being the duly elected and acting Assistant Secretary of Buckhead South, Inc., a Florida corporation, hereby certifies that the Agreement and Plan of Merger was duly adopted by the stockholders of Buckhead South, Inc., a Florida corporation, by written consent dated September 13th, 2001.


James L. Truslow, Assistant Secretary

The undersigned, being the duly elected and acting Assistant Secretary of Great American Vending, Incorporated hereby certifies that the Agreement and Plan of Merger was duly adopted by the stockholders of Great American Vending, Inc., a Florida corporation, by written consent dated September 13th, 2001


James L. Truslow, Assistant Secretary