

State of Idaho

Department of State.

AMENDED CERTIFICATE OF AUTHORITY OF

INLAND EMPIRE COCA-COLA BOTTLING COMPANY

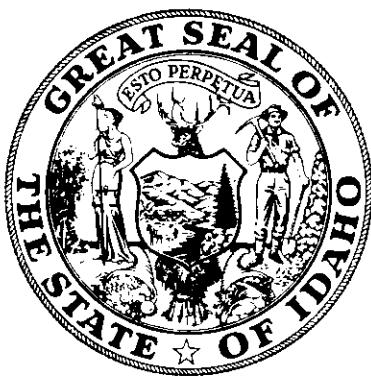
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of INLAND EMPIRE COCA-COLA BOTTLING COMPANY

for an Amended Certificate of Authority to transact business in this State, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Amended Certificate of Authority to PACIFIC COCA-COLA BOTTLING COMPANY

to transact business in this State under the name PACIFIC COCA-COLA BOTTLING COMPANY and attach hereto a duplicate original of the Application for such Amended Certificate.

Dated May 1, 19 81.



Pete T. Cenarrusa
SECRETARY OF STATE

Corporation Clerk

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

To the Secretary of State of the State of Idaho:

Pursuant to Section 30-1-118, Idaho Code, the undersigned corporation hereby applies for an amended certificate of authority to transact business in the State of Idaho and for that purpose submits the following statement.

1. A Certificate of Authority was issued to the corporation by your office on July 29

19 64, authorizing it to transact business in the State of Idaho under the name of Inland
Empire Coca-Cola Bottling Company

2. Its corporate name has been changed to Pacific Coca-Cola Bottling Company

(Note: If the corporation name has not been changed, insert "No change.")

3. The name which it shall use hereafter in the State of Idaho is Pacific Coca-Cola
Bottling Company

Note: If the corporate name has been changed and the new name of the corporation does not contain the word "corporation," "company," "incorporated," or "limited," or any abbreviation of one of such words, insert the name of the corporation with the word or abbreviation which it elects to add thereto for use in Idaho. If a professional service corporation, add the appropriate word in place of those listed above.)

4. It desires to pursue in the transaction of business in the State of Idaho purposes other than or in addition to those set forth in its prior application for certificate of authority, as follows:

No Change

(Note: If no additional purposes are proposed, insert "No change.")

Dated April 8, 19 81.

By Janice C. Grossman

Its Vice President

And Mary E. Wood

Its Corporate Secretary

STATE OF Georgia)

) ss:

COUNTY OF Fulton)

I, Janice C. Grossman, a notary public, do hereby certify that on this

8th

day of April

, 19 81

, personally appeared

(continued on reverse)

FILED

DEC 30 1980

SECRETARY OF STATE
STATE OF WASHINGTON

ARTICLES OF MERGER
OF
Pacific Coca-Cola Bottling Company
INTO
Inland Empire Coca-Cola Bottling Company

* * * * *

Pursuant to the provisions of RCW 23A.20.70, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the States under the laws of which they are respectively organized are:

<u>Name of corporation</u>	<u>State</u>
Pacific Coca-Cola Bottling Company	Delaware
Inland Empire Coca-Cola Bottling Company	Washington

SECOND: The laws of the State under which such foreign corporation is organized permit such merger.

THIRD: The name of the surviving corporation is Inland Empire Coca-Cola Bottling Company, and it is to be governed by the laws of the State of Washington.

FOURTH: The attached plan of Merger was duly adopted by the board of directors and thereafter approved by the shareholders of the undersigned domestic corporation in the manner prescribed by the Washington Business Corporation Act, and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State under which it is organized.

FIFTH: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such plan, are as follows:

<u>Name of corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of class</u>	<u>Entitled to vote as a class</u>	<u>Number of Shares</u>
Pacific Coca-Cola Bottling Company	517	Common	517	
Inland Empire Coca-Cola Bottling Company	1750	Common	1750	

SIXTH: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively are as follows:

<u>Name of corporation</u>	<u>Number of Shares</u>		<u>Entitled to vote as a Class</u>	
	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Voted For</u>	<u>Voted Against</u>
Pacific Coca-Cola Bottling Company	517	0	517	0
Inland Empire Coca-Cola Bottling Company	1750	0	1750	0

(SEAL)

Pacific Coca-Cola Bottling Company
(Name of corporation)
By C. K. Holmes, Jr.
C. K. Holmes, Jr., Chairman
And Grover G. Jackson, Asst. Secretary

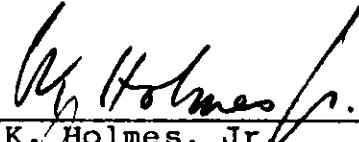
(SEAL)

Inland Empire Coca-Cola Bottling Company
(Name of corporation)
By C. K. Holmes, Jr.
C. K. Holmes, Jr. Chairman
And Grover G. Jackson, Asst. Secretary
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STATE OF GEORGIA

COUNTY OF FULTON

C. K. Holmes, Jr., being the Chairman, and Grover G. Jackson, being the Assistant Secretary of Inland Empire Coca-Cola Bottling Company, each being duly sworn, deposes and says that the facts stated in the foregoing "Articles of Merger" are true and correct.


C. K. Holmes, Jr.


Grover G. Jackson

Sworn to and subscribed before me this 19th day of December, A.D. 1980.

NOTARIAL SEAL


Jeanie St. William
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Sept. 8, 1981

STATE OF GEORGIA

COUNTY OF FULTON

C. K. Holmes, Jr., being the Chairman, and Grover G. Jackson, being the Assistant Secretary of Pacific Coca-Cola Bottling Company, each being duly sworn, deposes and says that the facts stated in the foregoing "Articles of Merger" are true and correct.


C. K. Holmes, Jr.


Grover G. Jackson

Sworn to and subscribed before me this 19th day of December, A.D. 1980.

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AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION ("Agreement") as of December 19, 1980 between Pacific Coca-Cola Bottling Company, a Delaware corporation ("Pacific") and Inland Empire Coca-Cola Bottling Company, a Washington corporation ("Inland").

WHEREAS, Pacific is a corporation duly organized and existing under the laws of the State of Delaware and has issued and outstanding 517 shares of common stock, all of which are owned by The Coca-Cola Company; and

WHEREAS, Inland is a corporation duly organized and existing under the laws of the State of Washington and has authorized, issued and outstanding 1750 shares of common stock, all of which are owned by The Coca-Cola Company; and

WHEREAS, the Directors of Pacific and Inland deem it to be in the best interests of each to merge Pacific into Inland in a transaction intended to qualify as a reorganization within the meaning of section 368 of the Internal Revenue Code of 1954, as amended, it being contemplated by Pacific and Inland that Pacific will thereafter, as an integral part of the transaction cease, to exist.

NOW, THEREFORE, Pacific and Inland in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby agree as follows:

1. Transfer of Pacific's Assets. On the Closing Date, Pacific shall merge into Inland by conveying, transferring, assigning and delivering to Inland all of its assets subject to all of its liabilities and obligations which Inland will assume, to include all properties, business and goodwill of Pacific of every kind and description, wherever located, including without limitation, all property, tangible or intangible, real, personal, or mixed, accounts receivable, bank accounts, cash and securities, claims and rights under contracts of Pacific, rights to use its corporation name and all other names used by Pacific in connection with its business or products and all books and records of Pacific relating to its business, all as the same shall exist at the date and time of closing referred to in Section 5 hereof ("Closing Date") in cancellation of all of the capital stock of Pacific.
2. The name of Inland, the surviving corporation, shall be changed to the Pacific Coca-Cola Bottling Company.
3. The number of outstanding shares of capital stock of the surviving corporation is 1750 shares of common

stock and shall remain unaffected, and all of the shares of Pacific shall be completely cancelled by the merger.

4. Existence of Pacific. From and after the Closing Date, the separate existence of Pacific will cease.
5. Closing Date. The closing under this Agreement shall take place at the offices of The Coca-Cola Company, Atlanta, Georgia, 12:01 o'clock A.M., local time, on January 1, 1981, the Closing Date. The merger, transfer of assets from Pacific to Inland, assumption of obligations and liabilities of Pacific by Inland, and cancellation of Pacific's capital stock shall all be effective as of the Closing Date, upon the filing of this Agreement, with its adoption by the stockholders of each corporation duly certified by the Secretary or Assistant Secretary thereof in the Office of the Secretary of State of the respective states of incorporation of the parties hereto.
6. Documents to be Delivered by Pacific. At the closing, Pacific will deliver to Inland (a) such deeds, bills of sale, endorsements, assignments, drafts, checks and other instruments of transfer and conveyance in such form as will be sufficient or requisite to vest in Inland, its successors and assigns, the full legal and equitable title of Pacific to the property to be transferred by

Pacific pursuant to Section 1 hereof; (b) an instrument appointing Inland as the true and lawful attorney-in-fact for Pacific to institute and prosecute (in its own name or in the name of Pacific but for the benefit of Inland any proceedings deemed by Inland to be necessary or appropriate to collect, assert or enforce its right, title and interest to the properties and assets to be transferred to Inland hereunder, including rights described in Section 1 hereof).

7. Right to Collect. Pacific agrees that Inland shall have the right and authority to collect, for account of Inland, all receivables and other items which shall be transferred to Inland as provided herein, and to endorse with the name of Pacific any checks received on account of any such receivable or other items. Pacific agrees that it will transfer and deliver to Inland any cash or other property that Pacific may receive in respect of such receivables or other items.
8. Termination. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of Pacific or Inland at any time prior to the Closing Date.

IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be duly executed by the Chairman and attested by the Secretary of each party hereto.

Pacific Coca-Cola Bottling
Company

Inland Empire Coca-Cola Bottling
Company

By: _____
Chairman

By: _____
Chairman

Attest:

Attest:

By: _____

By: _____