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SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF MERGER-IDAHO

Pursuant to Idaho Code §30-1-1105, Inland Coca-Cola Bottling Company ("Inland") files the following Articles of Merger relating to the merger of Inland with Coca-Cola Bottling Company of Ogden ("Ogden"), Payette Coca-Cola Bottling Company, Inc. ("Payette"), Twin Falls Coca-Cola Bottling Company ("Twin Falls"), Coca Cola Bottling Company of Walla Walla ("Walla Walla"), Swire Enterprises Inc. ("Enterprises"), Coca-Cola Bottling Company of Glenwood Springs ("Glenwood Springs") and Bonneville Production Center of Idaho Inc. ("Bonneville") under which Inland is the surviving entity (the "Merger"). In connection with the Merger, Inland states as follows.

1. The Plan of Merger pursuant to which the Merger has been accomplished is attached hereto as Exhibit "A".
2. All of the shareholders of Inland, Payette, Twin Falls, Ogden, Walla Walla, Glenwood Springs, Enterprises and Bonneville approved the Merger. Ogden had 1,000 shares of issued and outstanding stock each share being entitled to cast one vote with respect to the Merger. Payette, Twin Falls, and Walla Walla each had 100 shares of issued and outstanding stock each share being entitled to cast one vote with respect to the merger. Inland had 500 shares of issued and outstanding stock each share being entitled to cast one vote with respect to the merger. Glenwood Springs had 15,000 shares of issued and outstanding stock each share being entitled to cast one vote with respect to the merger. Enterprises had 200,000 shares of issued and outstanding stock each share being entitled to cast one vote with respect to the merger. Bonneville had 1,000 shares of issued and outstanding stock each share being entitled to cast one vote with respect to the Merger.
3. 500 votes were cast in favor of the Merger by shareholders of Inland stock. 100 votes were cast in favor of the Merger by shareholders of Payette stock. 100 votes were cast in favor of the Merger by shareholders of Twin Falls stock. 1,000 votes were cast in favor of the Merger by shareholders of Bonneville stock. 1,000 votes were cast in favor of the Merger by shareholders of Ogden stock. 100 votes were cast in favor of the Merger by shareholders of Walla Walla stock. 200,000 votes were cast in favor of the Merger by shareholders of Enterprises stock. 15,000 votes were cast in favor of the Merger by shareholders of Glenwood Springs stock. The effective date of the Articles of Merger is July 31, 2004.

IDAHO SECRETARY OF STATE
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4. The Merger is permitted under the laws of the States of Idaho, Utah, Colorado, California, Washington and Texas under which Payette, Twin Falls, Inland, Ogden, Glenwood Springs, Enterprises, Walla Walla and Bonneville are incorporated and under those companies' constituent documents.

Dated as of this 30th day of July, 2004.

COCA-COLA BOTTLING COMPANY
OF GLENWOOD SPRINGS

By:


John E. Pelo, President

COCA COLA BOTTLING COMPANY
OF WALLA WALLA

By:


John E. Pelo, President

INLAND COCA-COLA BOTTLING
COMPANY

By:


John E. Pelo, President

PAYETTE COCA-COLA BOTTLING
COMPANY, INC.

By:


John E. Pelo, President

TWIN FALLS COCA-COLA
BOTTLING COMPANY

By:


John E. Pelo, President

SWIRE ENTERPRISES INC.

By:


John E. Pelo, President

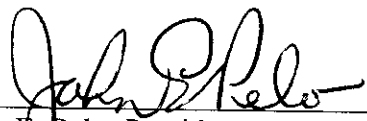
COCA-COLA BOTTLING COMPANY
OF OGDEN

By:


John E. Pelo, President

BONNEVILLE PRODUCTION
CENTER OF IDAHO INC.

By:


John E. Pelo, President

AGREEMENT AND PLAN OF MERGER, dated as of 30th July, 2004, by and among Inland Coca-Cola Bottling Company, an Idaho corporation ("Inland"), Payette Coca-Cola Bottling Company, Inc. ("Payette"), an Idaho corporation, Twin Falls Coca-Cola Bottling Company ("Twin Falls"), an Idaho corporation, Bonneville Production Center of Idaho Inc. ("Bonneville"), a Texas corporation, Coca Cola Bottling Company of Walla Walla ("Walla Walla"), a Washington corporation, Swire Enterprises Inc. ("Enterprises"), a California corporation, Coca-Cola Bottling Company of Glenwood Springs ("Glenwood Springs"), a Colorado corporation and Coca-Cola Bottling Company of Ogden ("Ogden"). (Payette, Ogden, Twin Falls, Bonneville, Walla Walla, Enterprises and Glenwood Springs shall sometimes be collectively referred to as the "Companies").

RECITALS

- A. The Boards of Directors of Inland and the Companies believe it is in the best interests of Inland and the Companies and their respective shareholders that Inland acquire the Companies through the merger of the Companies into Inland (the "Merger").
- B. The Boards of Directors of each of Inland and the Companies have approved this Agreement, the Merger and the other transactions contemplated hereby.
- C. Pursuant to the Merger, among other things, and subject to the terms and conditions of this Agreement, all of the issued and outstanding shares of capital stock of the Companies shall be converted into the right to receive shares of common stock of Inland ("Inland Common Stock").
- D. Inland and the Companies intend that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code, and in furtherance thereof, intend that this Agreement shall be a "Plan of Reorganization" within the meaning of Sections 354(a) and 361(a) of the Code.

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties set forth herein, the parties, intending to be legally bound hereby, agree as follows:

- 1. The Merger. Upon the filing of Articles of Merger with the Utah Secretary of State, the Idaho Secretary of State, the California Secretary of State, the Colorado Secretary of State, the Washington Secretary of State and the Texas Secretary of State and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Idaho, Utah, California, Colorado, Washington and Texas Codes, the Companies shall be merged with and into Inland, the separate corporate existence of the Companies shall cease, and Inland shall continue as the surviving corporation (sometimes referred to herein as the "Surviving Corporation").
- 2. Effective Time. The closing of the Merger (the "Closing") will take place as promptly as practicable, but no later than ten Business Days following adoption of this Agreement and Plan of Merger by the shareholders of Inland and the Companies, at the offices of Hatch, James & Dodge, unless another place or time is agreed to by Inland and the Companies. The date upon which the Closing actually occurs is herein referred to as the "Closing Date." On the Closing

Date, the parties hereto shall cause the Merger to be consummated by filing Articles of Merger (or like instrument) with the Idaho, Utah, California, Colorado, Washington and Texas Secretaries of State, in accordance with applicable Laws.

3. Effect of the Merger on Constituent Corporations. Upon the filing of the Articles of Merger, the Merger shall have the effects provided for in the applicable provisions of the Idaho, Utah, California, Colorado, Washington and Texas Codes. Without limiting the generality of the foregoing, and subject thereto, all the property, rights, privileges, powers and franchises of the Companies shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Companies shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation. The Surviving Corporation will be obligated for the payment of the fair value of any shares held by a shareholder of any Texas corporation who has complied with the requirements of Article 5.12 of the Texas Business Corporation Act.

4. Articles of Incorporation and Bylaws of Surviving Corporation.

(a) Upon the filing of the Articles of Merger, the articles of incorporation of Inland as in effect immediately prior to the filing of the Articles of Merger, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided by law and such articles of incorporation and bylaws of the Surviving Corporation. The Articles of Incorporation of the Surviving Corporation are attached hereto as Exhibit "A".

(b) The bylaws of Inland, as in effect immediately prior to the filing of the Articles of Merger, shall be the bylaws of the Surviving Corporation until thereafter amended as provided by such bylaws, the articles of incorporation and applicable law.

5. Directors and Officers of Surviving Corporation. The directors of Inland immediately prior to the filing of the Articles of Merger shall be the directors of the Surviving Corporation, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation. The officers of Inland immediately prior to the filing of the Articles of Merger shall be the officers of the Surviving Corporation, each to hold office in accordance with the bylaws of the Surviving Corporation.

6. Effect on Outstanding Securities of the Companies. Subject to the terms and conditions of this Agreement, by virtue of the Merger and without any action on the part of Inland or the Companies, upon the filing of the Articles of Merger, each share of the Companies' Common Stock issued and outstanding immediately prior to the Effective Time will be converted automatically into the right to receive that number of shares of Inland Common Stock.

7. Exchange Procedures. On the Closing Date, Inland shall issue in accordance with this Agreement and Plan of Merger, the aggregate number of shares of Inland Common Stock issuable in exchange for outstanding shares of the Companies' Common Stock.

8. Notices. All notices, requests and other communications hereunder must be in writing

and will be deemed to have been duly given only if delivered personally against written receipt or by facsimile transmission against facsimile confirmation, return receipt requested, or mailed by overnight courier prepaid, to the parties at the following addresses or facsimile numbers:

If to Inland to:

Swire Pacific Holdings Inc.
12634 South 265 West
Draper, Utah 84020
Attn: President

If to any of the Companies to:

Swire Pacific Holdings Inc.
12634 South 265 West
Draper, Utah 84020
Attn: President

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided for in this Section, be deemed given upon facsimile confirmation, and (iii) if delivered by overnight courier to the address as provided in this Section, be deemed given on the earlier of the first Business Day following the date sent by such overnight courier or upon receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section). Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

9. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

10. Amendment; Waiver. Except as otherwise required by applicable law after the shareholders of the Companies approve the Merger and this Agreement, this Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of each of the parties hereto. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

11. Third Party Beneficiaries. The terms and provisions of this Agreement are intended

solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Agreement does not confer any such rights, upon any other Person.

12. No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by any party without the prior written consent of the other party and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

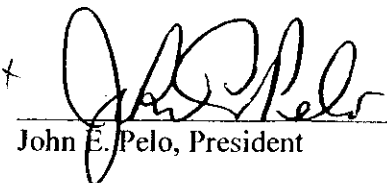
13. Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

14. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

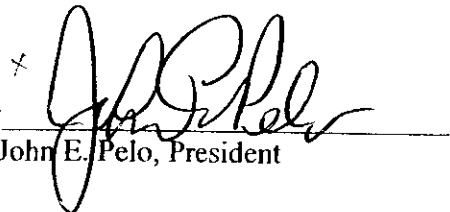
15. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Idaho, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Idaho.

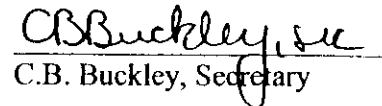
Dated this 30th day of July, 2004.

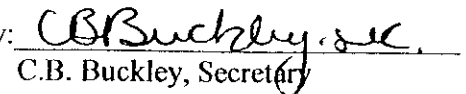
COCA-COLA BOTTLING COMPANY
OF GLENWOOD SPRINGS

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John E. Pelo, President

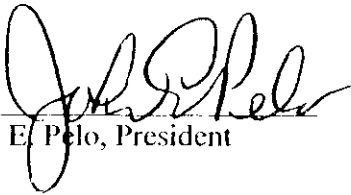
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OF WALLA WALLA

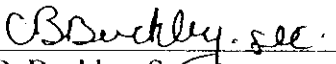
By: 
John E. Pelo, President

By: 
C.B. Buckley, Secretary

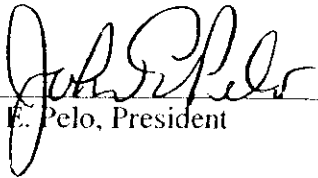
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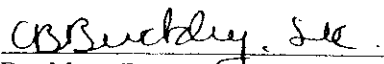
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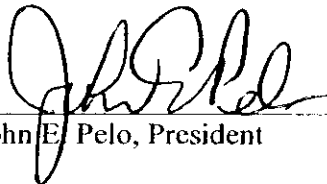
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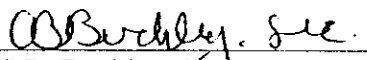
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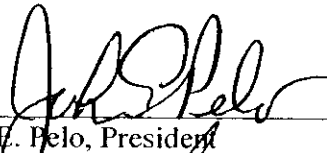
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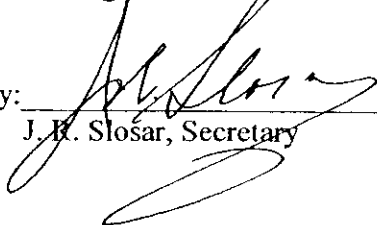
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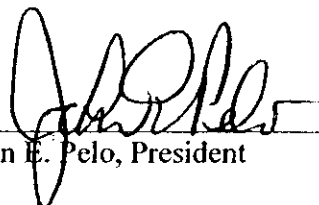
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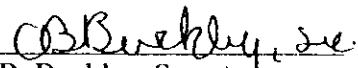
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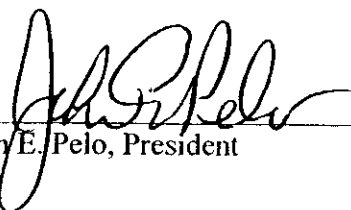
By: 
J. R. Slosar, Secretary

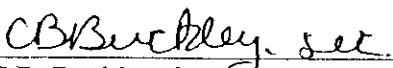
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