

ARTICLES OF MERGER

MERGING

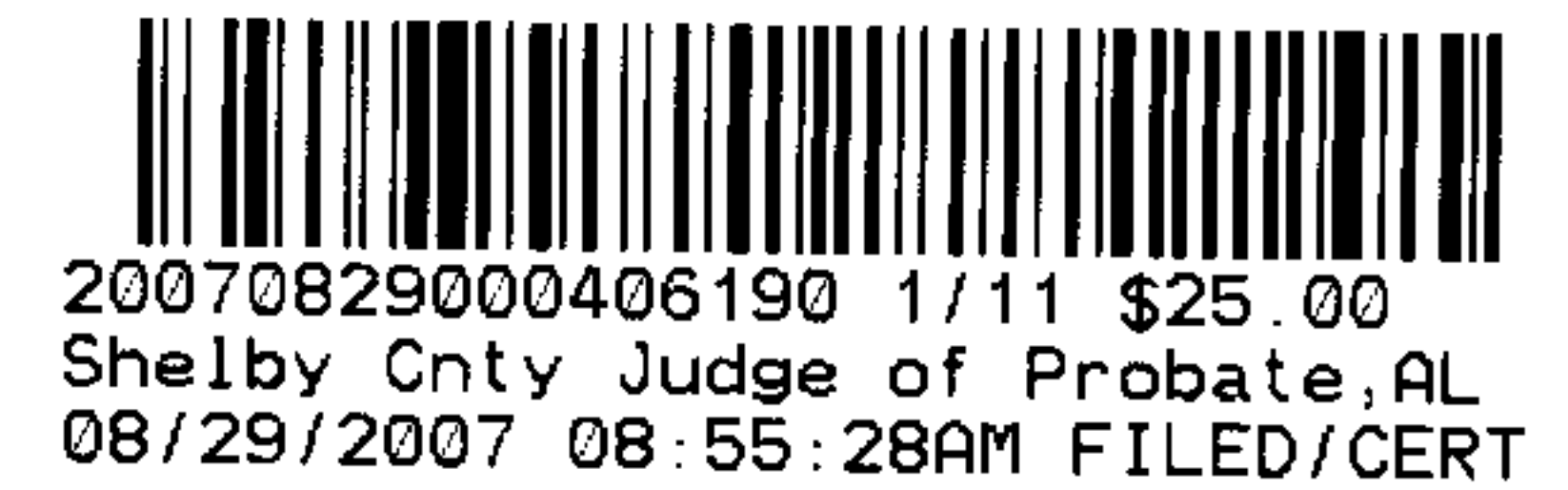
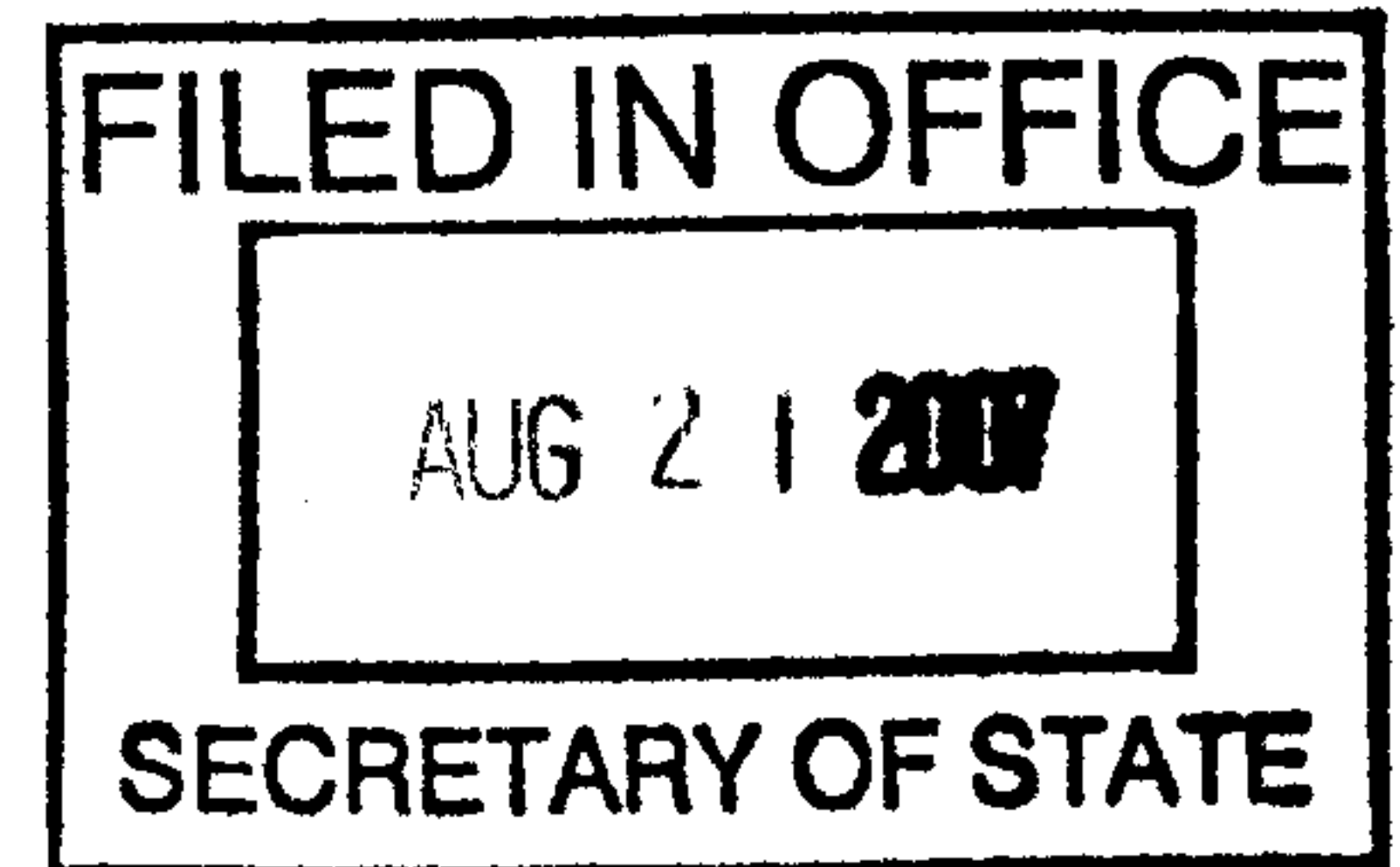
NAR GROUP INCORPORATED

(an Alabama corporation)

WITH AND INTO

GNAR JUICE COMPANY

(a Delaware corporation)



In accordance with and pursuant to Title 10, Chapter 2B of the Code of Alabama (the "Alabama Business Corporation Act") and Section 253 of the Delaware General Corporation Law (the "Delaware General Corporation Law"), Gnar Juice Company, a Delaware corporation ("Gnar"), does hereby execute these Articles of Merger as of the __th day of August, 2007, for the purpose of effectuating the merger of Nar Group Incorporated, an Alabama corporation ("Nar"), with and into Gnar.

ARTICLE I

The Board of Directors of each of Nar and Gnar, in accordance with the Articles of Incorporation of Nar, the Certificate of Incorporation of Gnar, and their respective By-laws, and in accordance with Section 10-2B-11.01 of the Alabama Business Corporation Act and Section 253 of the Delaware General Corporation Law, approved and adopted the Agreement and Plan of Merger dated August 14, 2007 (the "Plan of Merger"), a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference. The Agreement and Plan of Merger sets forth the terms and conditions pursuant to which Nar shall be merged with and into Gnar (the "Merger"), with Gnar as the surviving corporation following the Merger.

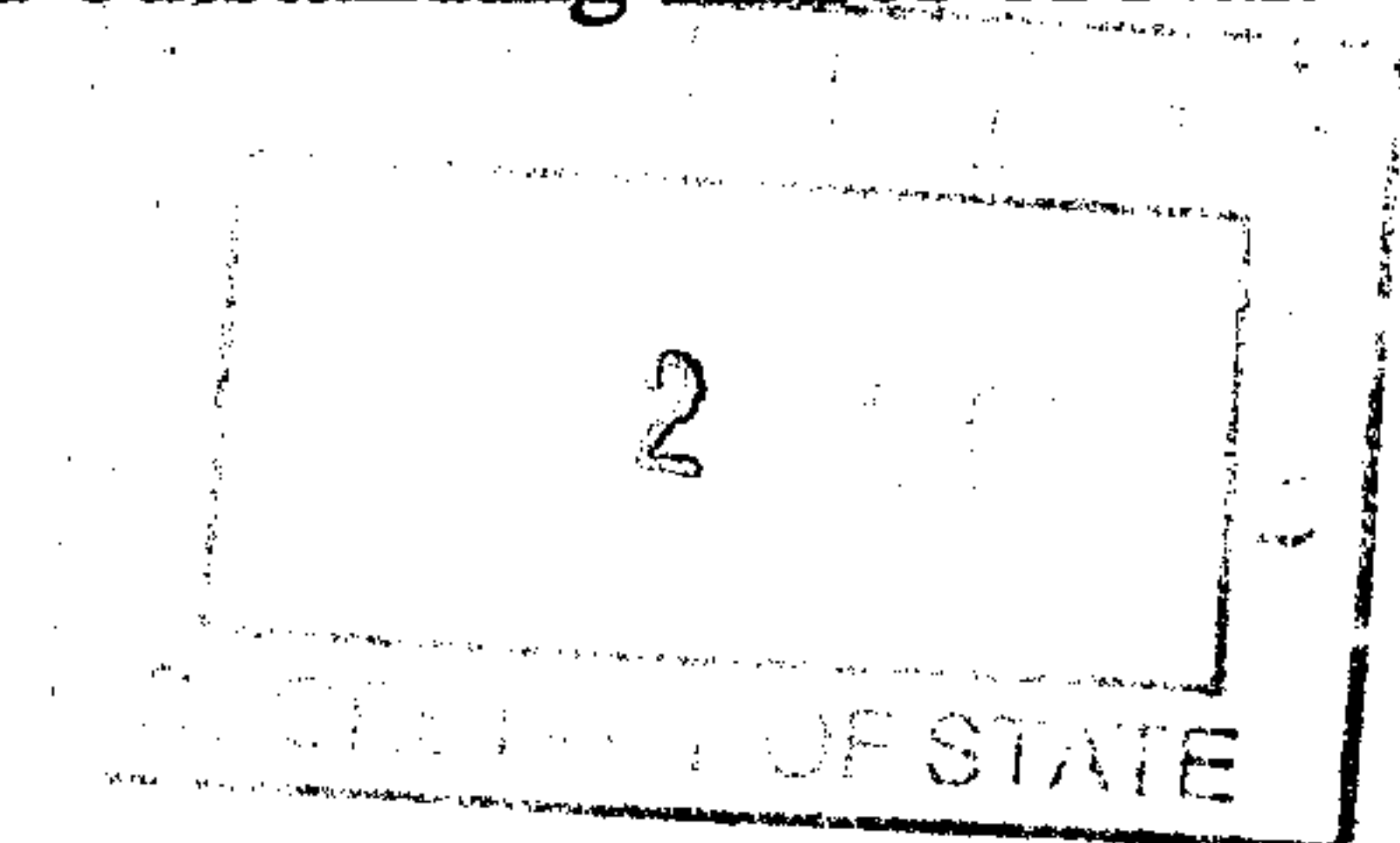
ARTICLE II

On the date hereof, all of the outstanding shares of common stock of Gnar are held by Nar. Accordingly, approval of the Merger by the stockholders of Gnar was not required by the Delaware General Corporation Law.

ARTICLE III

In respect of Nar, the designation, the number of outstanding shares, and the number of votes entitled to be cast by the voting group entitled to vote on the Plan of Merger, are as follows:

- (1) Designation of voting group: holders of all issued and outstanding shares of Nar.
- (2) Number of outstanding shares of voting group: 300.



(3) Number of votes of voting group entitled be cast by the voting group entitled to vote on the Plan of Merger: 300.

ARTICLE IV

In respect of Nar, the total number of votes cast for and against the Plan of Merger by each voting group entitled to vote separately on the Plan of Merger is as follows:


- (1) Designation of voting group: holders of all issued and outstanding shares of Nar.
- (2) Number of votes of voting group cast for the Plan of Merger: 300.
- (3) Number of votes of voting group cast against the Plan of Merger: zero.

ARTICLE V

The Articles of Incorporation of Nar are filed in Shelby County, Alabama.

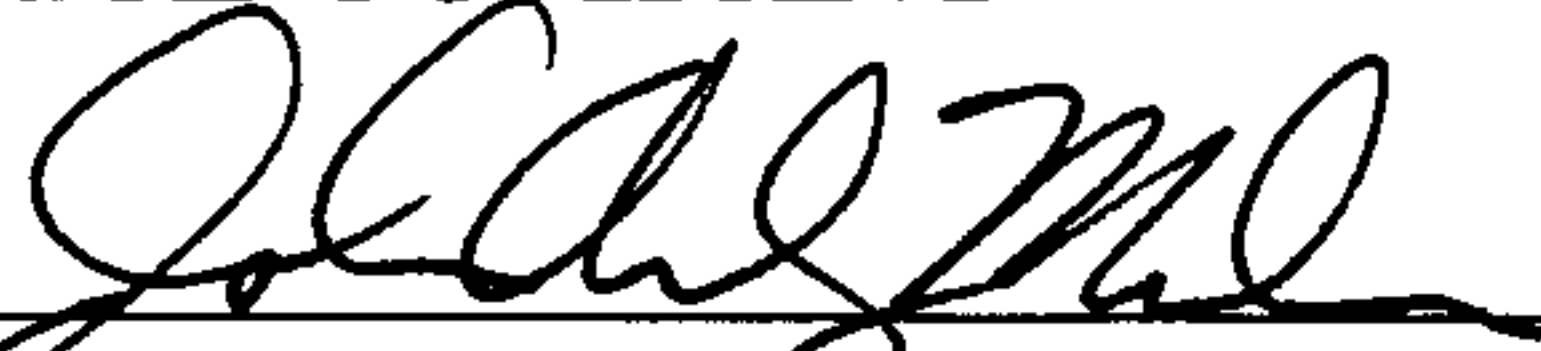
ARTICLE VI

These Articles of Merger shall be effective, and the Merger shall take effect, upon the filing of a Certificate of Merger in the state of Delaware, and will be effective in Alabama when filed with the Secretary of State of Alabama.


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IN WITNESS WHEREOF, Gnar has caused these Articles of Merger to be executed by its duly authorized officer as of the date first set forth

GNAR JUICE COMPANY

By: 
John Anthony Mauldin
Co-Chief Executive Officer and Treasurer

This document was drafted by, and after filing should be returned to, Joseph F. Daniels, Esq., Fulbright & Jaworski L.L.P., 666 Fifth Avenue New York, New York 10103.



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Exhibit A



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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), made this 20th day of August, 2007, by and between Nar Group Incorporated, an Alabama corporation ("Parent") and Gnar Juice Company, a Delaware corporation and a wholly owned subsidiary of Parent (the "Company").

WITNESSETH:

WHEREAS, the Boards of Directors of Parent and the Company have determined that the proposed merger (the "Merger") of Parent with and into the Company upon the terms hereinafter set forth is advisable and in the best interests of the stockholders of such corporations, the Boards of Directors of Parent and the Company have adopted and approved this Agreement and the Merger, and the shareholders of the Company have unanimously approved this Agreement and the Merger and

WHEREAS, the Merger shall be effected pursuant to Section 10-2B-11.01 of Alabama Law and Section 253 of Delaware Law (as defined below); and

WHEREAS, the Merger is intended to constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Parent and the Company, as appropriate, intend to take all such action as may be necessary or appropriate as and when required by the provisions of this Agreement in order to consummate the Merger; and

WHEREAS, the authorized capital stock of Parent consists solely of 300 shares of Common Stock ("Parent Common Stock"), of which 300 shares will be issued and outstanding and held beneficially and of record by shareholders of Parent, and no shares will be reserved for issuance, prior to the Merger; and

WHEREAS, the authorized capital stock of the Company consists solely of 1,500,000 shares of Common Stock, par value \$0.001 per share ("Company Common Stock"), of which 100 shares will be issued and outstanding and held beneficially and of record by Parent prior to the Merger.

NOW, THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1 THE MERGER

1.1 The Merger.

At the Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Alabama Business Corporation Act ("Alabama Law") and the Delaware General Corporation Law ("Delaware Law"), Parent shall be merged

with and into the Company, the separate corporate existence of Parent shall cease and the Company shall continue as the surviving corporation. The Company, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

1.2Closing; Effective Time.

The closing of the transactions contemplated hereby (the "Closing") shall take place as soon as practicable after the satisfaction or waiver of each of the conditions set forth in Article 3 hereof, or at such other time as the parties hereto agree (the "Closing Date"). The Closing shall take place at the offices of Fulbright & Jaworski L.L.P., 666 Fifth Avenue, New York, NY 10103, or at such other location as the parties hereto agree. In connection with the Closing, the parties hereto shall cause the Merger to be consummated by filing; (a) articles of merger (the "Articles of Merger") with the Secretary of the State of Alabama in accordance with the relevant provisions of Alabama Law, and (b) a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware in accordance with the relevant provisions of Delaware Law (the later of the times of such filings being the "Effective Time").

1.3Effect of the Merger.

At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Articles of Merger, the Certificate of Merger and the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Parent shall vest in the Surviving Corporation, and all debts, liabilities and duties of Parent shall become the debts, liabilities and duties of the Surviving Corporation.

1.4Certificate of Incorporation; Bylaws.

(a) The Certificate of Incorporation of the Company in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with Delaware Law and such Certificate of Incorporation.

1.5Directors and Officers.

The directors and officers of Parent immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, until the earlier of their resignation or removal or their respective successors are duly elected or appointed and qualified, as the case may be.

1.6Further Assurances.

Parent hereby agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action and give such assurances as the Surviving Corporation, its successors or assigns may deem necessary or

desirable in order to evidence the transfer, vesting of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this 1 and otherwise to carry out the intent and purposes thereof.

ARTICLE 2

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

2.1 Effect on Capital Stock.

At the Effective Time, by virtue of the Merger and without any action on the part of Parent, the Company or the holders of any of the Company's securities:

(a) Conversion of Parent Capital Stock. Each issued and outstanding share of the Parent Common Stock shall be converted into two thousand (2,000) fully paid and non-assessable shares of Company Common Stock.

(b) Cancellation of Company Common Stock. Each share of Company Common Stock issued and outstanding immediately prior to the Merger shall automatically be cancelled and retired and shall cease to exist and no consideration shall be paid therefor.

2.2 Exchange of Certificates. From and after the Effective Time, each holder of an outstanding certificate representing shares of Parent Common Stock may, at such stockholder's option, surrender the same for cancellation to the Company, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Company Common Stock into which the surrendered shares were converted as herein provided. Unless and until so surrendered, the certificates formerly representing shares of Company Common Stock shall represent shares of Company Common Stock into which the shares of Parent Common Stock formerly represented thereby have been so converted, regardless of whether such certificates are surrendered to the Company. If a registered holder of shares of Parent Common Stock notifies the Company that the certificate or certificates formerly representing the shares of Parent Common Stock which were converted into such shares of Company Common Stock at the Effective Time have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company and its officers, directors, employees, agents and representatives, including without limitation its transfer agent(s), from and against any loss or damage incurred in connection therewith, such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of such shares of Company Common Stock. Each certificate representing Company Common Stock issued in connection with the Merger shall bear the same legends, if any, with respect to restrictions on transferability as the certificates representing the Parent Common Stock that was converted into such Company Common Stock in the Merger, unless otherwise determined by the Board of Directors of the Company in compliance with applicable laws, or other such additional legends as agreed upon by the holder and the Company. If any certificate for shares of Company Common Stock is to be issued in a name other than that in which the certificate representing the Parent Common Stock that was converted into such Common Stock in the Merger is registered,

it shall be a condition of issuance thereof that such transfer be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Company any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Company that such tax has been paid or is not payable.

2.3No Further Ownership Rights in Parent Common Stock. All shares of Company Common Stock issued upon the surrender for exchange of shares of Parent Common Stock in accordance with the terms of this ARTICLE 2 shall be deemed to have been issued (and paid) in full satisfaction of all rights pertaining to the shares of Parent Common Stock, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Parent Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article 2.

ARTICLE 3 CONDITION TO THE MERGER

3.1Merger Agreement.

The obligations of the parties hereto to consummate the Merger are subject to the satisfaction of the following condition: all of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof.

ARTICLE 4 TERMINATION AND AMENDMENT

4.1Termination.

This Agreement may be terminated and abandoned at any time prior to the Effective Time of the Merger, whether before or after action thereon by the shareholders of Parent, by the mutual written consent of the Boards of Directors of Parent and the Company.

4.2Consequences of Termination.

In the event of the termination and abandonment of this Agreement pursuant to the provisions of Section 4.1 hereof, this Agreement shall be of no further force or effect.

4.3Modification, Amendment, Etc.

Any of the terms or conditions of this Agreement may be waived at any time, whether before or after action thereon by the shareholders of Parent, by the party entitled to the benefits thereof, and this Agreement may be modified or amended at any time, whether before or after action thereon by the shareholders of the Parent, to the full extent permitted by applicable law.

Any waiver, modification or amendment shall be effective only if reduced to writing and executed by the duly authorized representatives of Parent and the Company.

ARTICLE 5 MISCELLANEOUS

5.1 Expenses.

The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for.

5.2 Availability of Merger Agreement.

An original or attested copy of this Merger Agreement will be kept on file at the principal executive office of the Company and will be available for inspection and copying by any stockholder of Parent upon request and without charge.

5.3 Headings.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

5.4 Counterparts.


This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original instrument, and all such counterparts together shall constitute only one original.

5.5 Governing Law.

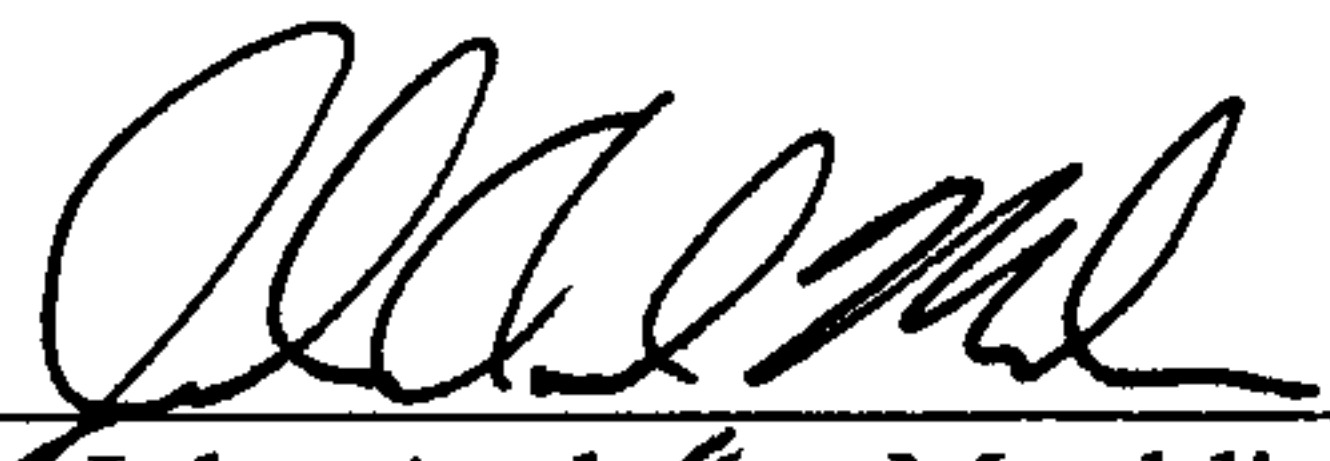
This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law principles thereof.


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by an officer duly authorized thereunto as of the date first above written.

NAR GROUP INCORPORATED

By: 
Name: Benjamin Harvey
Title: Vice President

GNAR JUICE COMPANY

By: 
Name: John Anthony Mauldin
Title: Co-Chief Executive Officer and Treasurer


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OFFICE OF THE SHERIFF
SHELBY COUNTY, ALABAMA

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Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on Aug 21, 2007

DATE Aug 22, 2007

Beth Chapman ^{RB}
Secretary of State



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