

## **CHAIN OF TITLE FOR ARROWHEAD WATER RIGHTS AND SUP**

### **INTRODUCTION**

In a letter from Christine Hill, District Ranger (the “Letter”), the United States Forest Service (“USFS”) requested that Nestle Waters North America Inc. (“NWNA”) provide “contract or other title documents that demonstrate a chain of title from the water rights assigned to California Consolidated Water Company, as described in ordering paragraph (b) (page 10) of the 1931 *Del Rosa* judgment, to ownership of those rights by [NWNA]” (Attachment to Letter at p. 2).

As set forth below, NWNA is the legal and valid successor-in-interest to the Arrowhead Water Rights and to NWNA’s Special Use Permit #7285 (the “SUP”). Therefore, under long-standing and uncontroverted California, Delaware, and Federal legal precedent, NWNA owns the Arrowhead Water Rights and is entitled to exercise all rights, powers, and privileges associated with the SUP.

### **DISCUSSION**

#### **I. WATER RIGHTS MAY BE TRANSFERRED TO SUCCESSORS BY DEED OR BY MERGER.**

##### **A. Transfer of Water Rights to Successor Company by Deed.**

Water rights are characterized as real property interests, and as such are freely transferrable from one party to another. *Stapp v. Williams*, 52 Cal.App. 237, 253 (1921); *North Kern Water Storage Dist. v. Kern Delta Water Dist.*, 147 Cal.App.4th 555, 559 (2007). No special instrument is required to transfer water rights in California. Water rights may be transferred by a written conveyance, such as by deed (*see* CAL. CIV. CODE § 1091; *Stapp* at 253). To the extent, therefore, that any of NWNA’s predecessor companies transferred water rights by deed (such as by grant deed or quitclaim deed), the successor company became the new owner of such water rights with the same rights and privileges as the transferor.

##### **B. Transfer of Water Rights by Corporate Merger.**

A merger is a common corporate transaction where one or more corporations are combined into a new entity. The corporation laws of the company’s state of incorporation generally govern the details and consequences of the merger (*Brunswick Corp. v. St. Paul Fire & Marine Ins. Co.*, 509 F.Supp. 750, 751 (E.D. Pa. 1981)). Water rights, like other property rights, held by a company are automatically transferred when the company merges into a new company (*see* CAL. CIV. CODE § 1039). Under the General Corporation Laws of both California and Delaware, upon a merger of two corporations, the surviving corporation automatically succeeds to the property of the merged corporation(s). No additional conveyance is legally required (*see, e.g.*, CAL. CIV. CODE § 1039; CAL. CORP. CODE § 1107(a)).

Therefore, if the merging companies were incorporated under California law, the rules in California would apply. Under California law, the surviving corporation in a merger automatically acquires the property of the merged corporation. “[T]he surviving corporation shall succeed, *without other transfer*, to all the. . . property of each of the disappearing

corporations” (CAL. CORP. CODE § 1107(a) (emphasis added); *see also Maudlin v. Pacific Decision Sciences Corp.*, 137 Cal.App.4th 1001, 1016 (2006) (quoting Section 1107(a) in full)).

Similarly, if the merging companies were incorporated under Delaware law, the rules in Delaware would apply. Under Delaware law, the surviving corporation in a merger automatically acquires the property of the merged corporation. “[A]ll property, real, personal and mixed . . . of said [merged] corporations . . . shall be vested in the corporation surviving” (DEL. CORP. CODE § 259(a)).

The federal courts, applying Delaware law, have held that where a corporation merged with a company that had the right to divert surface water, the surviving company was the owner of that right as a matter of law. In holding that the surviving corporation in a merger automatically succeeded to the right of the merged corporation to draw surface water from the Delaware River Basin, the court observed that a “statutory merger . . . results in a combination of the two corporations with the surviving corporation attaining the property, rights, and privileges of the absorbed corporation. . . .” (*Texaco Ref. & Mktg., Inc. v. Delaware River Basin Comm’n*, 824 F.Supp. 500 (D. Del. 1993), *aff’d*, 30 F.3d 1488 (3d Cir. 1994).). Thus, “property” that may be acquired by a surviving corporation in a merger includes water rights.

The proposition that the rights and property of a merged corporation automatically transfer to the surviving corporation is without question and is a fundamental aspect of corporate law. The leading treatise on Delaware corporate law, *Folk on the Delaware General Corporation Law*, states the rule categorically: “In a merger . . . all rights of the constituent corporation are transferred to the surviving corporation by operation of law” (*Folk on the Delaware General Corporation Law* § 259.02 (6th ed. 2016)). *Folk* also affirms that the transfer of a merged corporation’s property to the surviving corporation via merger is automatic and absolute: “The statute precludes any reversion, loss, or impairment of property and other interests of a constituent corporation as a result of its absorption into the new or surviving entity” (*Folk* at § 259.02).

Under both California and Delaware law, “the surviving corporation simply stands in the same position as that occupied by the merged corporation prior to the merger” (*Brunswick* at 753; *see also Maudlin* at 1016). Therefore, the rights and privileges owned by the merged entity are owned in the same measure by the surviving entity.

## **II. NWNA IS THE OWNER OF THE ARROWHEAD WATER RIGHTS THROUGH A SERIES OF SPECIFIC CONVEYANCES AND MERGERS.**

### **A. NWNA Holds Valid, Superior Water Rights.**

NWNA is the legal successor-in-interest to California Consolidated Water Company and therefore holds valid water rights including pre-1914 surface water rights (collectively, the “Arrowhead Water Rights”), perfected by its predecessors-in-interest (including ASC and CCWC) and as confirmed by the final and unappealable judgment of the Court in *Del Rosa Mutual Water Company v. Carpenter*, No. 31798 (Cal. Super. Ct., Oct. 19, 1931) (*see Exhibit A*).

**B. CCWC Acquired and Exercised the Arrowhead Water Rights.**

The original spring water business using the Arrowhead springs was created in the late 19<sup>th</sup> Century by Arrowhead Springs Corporation (“ASC”). In 1929, ASC conveyed and granted the Arrowhead Water Rights to California Consolidated Water Company, a Delaware corporation (“CCWC”), pursuant to that certain Warranty Deed recorded on March 12, 1929, in Book 476, Page 175 of the Official Records of San Bernardino County, California (the “Official Records”) (see Exhibit B). The Warranty Deed granted to CCWC, among other things:

All subterranean waters in . . . Strawberry and Cold Water Canyons (also known as East Twin Creek), belonging to the grantor, including all waters now being developed and produced by said grantor in said Canyons. . . .

(Warranty Deed at p. 176).

As discussed above, California law recognizes the ability of parties to transfer water rights by deed. Therefore, as a result of the Warranty Deed, CCWC became the lawful owner of the Arrowhead Water Rights.

**C. California Courts Confirmed that CCWC Was the Lawful Owner of the Arrowhead Water Rights.**

In 1931, competing claimants to water rights in the upper reaches of Strawberry Canyon had their respective water rights definitively adjudicated in *Del Rosa Mutual Water Company v. Carpenter*, No. 31798 (Cal. Super. Ct., Oct. 19, 1931) (“Del Rosa”). As a result of the binding precedent in *Del Rosa*, CCWC legally held all right, title, and interest to the Arrowhead Water Rights. According to the *Del Rosa* Court:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED . . . That defendant, [CCWC], is, subject to the provisions of [existing agreements between CCWC and ASC], the owner of the right to take, impound, divert, transport and carry away water of . . . any and all springs situated or obtainable in that part of East Twin Creek known as “Strawberry Creek and Canyon”. . . .

(*Del Rosa* at p. 10).

*Del Rosa* not only adjudicated the water rights of CCWC and quantified them, but also adjudicated the rights of the only legally-recognized competing interest to those water rights in East Twin Creek, Del Rosa Mutual Water Company, to the extent such rights were impacted by the upstream diversion from the Strawberry Creek springs. The *Del Rosa* Court specifically held that CCWC was the rightful owner of all of the water in the headwater springs that are tributary to Strawberry Creek, and that the CCWC had the right under California water law to develop all such water obtainable in the area by diversion or otherwise, and to transport the water out of the watershed. *Del Rosa* is precise and clear that the rights held by CCWC include all of the water flowing or obtainable from certain springs tributary to Strawberry Creek. *Del Rosa* established

that CCWC and its successor businesses had the right to divert all water in Strawberry Creek (including the water previously belonging to Del Rosa Mutual Water Company).

In reasonable and foreseeable reliance on the *Del Rosa* Judgment, NWNA (and its predecessors-in-interest) have, without further judicial restriction, continuously developed, collected, transported, bottled, and sold spring water harvested under the Arrowhead Water Rights.

**D. The Arrowhead Water Rights Were Transferred to NWNA through a Specific Series of Grants and Mergers from 1938 through 1993.**

**1. CCWC Merged Into Old Puritas (1938-1959).**

Subsequent to *Del Rosa*, CCWC merged into Arrowhead and Puritas Waters Inc., a California corporation (“Old Puritas”), as evidenced by the Agreement of Merger filed with the California Secretary of State on December 31, 1938 (*see Exhibit C.*) Old Puritas then changed its name to “Arrowhead and Puritas Waters Inc. of San Francisco” (“Old Puritas SF”) as evidenced by the Certificate of Amendment filed with the California Secretary of State on January 4, 1954 (*see Exhibit D.*)

As discussed above, the Arrowhead Water Rights were transferred from CCWC to Old Puritas SF as a result of the merger and name change (*see CAL. CIV. CODE § 1039; CAL. CORP. CODE § 1107(a); see also Maudlin at 1016*). No separate deed or other conveyance was necessary.

**2. Old Puritas SF Quitclaimed Arrowhead Water Rights (1959-1969).**

Old Puritas SF quitclaimed the Arrowhead Water Rights to Arrowhead and Puritas Waters, Inc., a California corporation (“Puritas”), pursuant to that certain Quitclaim Deed recorded on January 16, 1959, in Book 4706, Page 28 of the Official Records (*see Exhibit E*). Puritas then granted the Arrowhead Water Rights to New Arrowhead, Inc., a California corporation (“New Arrowhead”), pursuant to that certain Grant Deed dated March 27, 1969 and recorded on April 9, 1969, in Book 7211, Page 478 of the Official Records (*see Exhibit F*).

As discussed above, since water rights are real property rights, they can be transferred by deed. Therefore, as a result of these deeds, the Arrowhead Water Rights were transferred to New Arrowhead (*see CAL. CIV. CODE § 1091; Stepp at 253*).

**3. Arrowhead Water Rights Were Acquired by Arrowhead Water Corp. (1969-1993).**

New Arrowhead changed its name to “Arrowhead Puritas Waters, Inc.” (“New Puritas”) as evidenced by the Certificate of Amendment filed with the California Secretary of State on March 31, 1969 (*see Exhibit G*). New Puritas merged into Arrowhead Drinking Water Co., a Delaware corporation (“ADW”), as evidenced by the Certificate of Ownership and Merger filed with the Delaware Secretary of State on February 26, 1987 (*see Exhibit H*). ADW then merged into BCI Arrowhead Drinking Water Co., a Delaware corporation (“BCI-ADW”), as evidenced by the Certificate of Ownership and Merger filed with the Delaware Secretary of State

on February 26, 1987 (*see Exhibit I*). BCI-ADW then changed its name to “Arrowhead Water Corp.” (“AWC”) as evidenced by the Certificate of Merger filed with the Delaware Secretary of State on August 6, 1987 (*see Exhibit J*).

The Arrowhead Water Rights were transferred to AWC as a result of the mergers and name changes noted above (with respect to California law, *see* CAL. CIV. CODE § 1039; CAL. CORP. CODE §§ 1107(a), 1108; *see also Maudlin* at 1016; with respect to Delaware law, *see* DEL. CORP. CODE § 259(a); *see also Texaco* at 500; *Folk* at §§ 259.01, 259.02).

#### **4. Arrowhead Water Rights Were Transferred to Nwana (1993-Present).**

AWC merged into Deer Park Spring Water Incorporated, a Delaware corporation, as evidenced by the Agreement of Merger filed with the Delaware Secretary of State on December 14, 1993, and the surviving corporation changed its name to “Great Spring Waters of America, Inc.” (“GSPA”) (*see Exhibit K*). GSPA changed its name to “Nestle Waters North America Inc.” as evidenced by the Certificate of Amendment filed with the Delaware Secretary of State on May 1, 2002 (*see Exhibit L*).

Nwana became vested with the Arrowhead Water Rights as a result of this merger and name change (*see* CAL. CIV. CODE § 1039; DEL. CORP. CODE § 259(a); *see also Texaco* at 500; *Folk* at §§ 259.01, 259.02). Nwana is, therefore, the holder of the Arrowhead Water Rights as confirmed by *Del Rosa*. These rights have remained unchallenged for nearly a century, and the *Del Rosa* Court’s order is final and unappealable.

### **III. Nwana HAS SUCCEEDED TO, AND IS THE PERMITTEE UNDER, THE SUP.**

#### **A. As a Matter of Law, Permits Will Run to the Benefit of Successor Companies.**

Permits, like property rights, are also transferrable as a result of a merger. The law in California and Delaware is clear: permits issued in the name of a company may be validly exercised by a successor company following a merger. Under the California and Delaware General Corporation Laws, upon a merger of two corporations, the surviving corporation automatically succeeds to the rights of the merged corporation(s). Under California law, “the surviving corporation shall succeed, without other transfer, to all the rights . . . of each of the disappearing corporations” (CAL. CORP. CODE § 1107(a); *see also Maudlin* at 1016). A similar rule exists under Delaware law: “all the rights, privileges, powers and franchises of each of said [merged] corporations . . . shall be vested in the corporation surviving” (DEL. CORP. CODE § 259(a); *see also Texaco* at 500; *Folk* at §§ 259.01, 259.02).

In the absence of express language regarding mergers, the existence of a no-assignment clause in a contract is not sufficient to prevent contractual rights from passing by operation of law to the surviving corporation in a merger (*see Folk* at § 259.02; *see also Brunswick* at 750). In *Brunswick*, the leading case on this issue for over 35 years, the U.S. District Court for the Eastern District of Pennsylvania explained the public policy interest underlying this rule:

The reason for refusing to apply a “no-assignment” clause to avoid an involuntary assignment is pragmatic: such transfers do not entail any increase in the risk or hazard assumed by [the

counterparty to the contract] . . . . In the absence of explicit language prohibiting assignment of [the contract] through merger, the Court will not deprive the surviving corporation of the protection bargained and paid for by the merged corporation.

(*Brunswick* at 753).

**B. NWNA Is Legal Successor Under the SUP.**

**1. The USFS Issued the SUP to New Puritas.**

Since 1930, the USFS has issued special use permits to NWNA's predecessors-in-interest for their water transport operations in the San Bernardino National Forest (the "SBNF"). Most recently, in 1978, the USFS issued the SUP to Arrowhead Puritas Waters, Inc. The SUP is for a five-foot (5') right-of-way for the maintenance of a four-inch (4") gravity-fed water transmission pipeline (the "Pipeline") across a portion of the SBNF. The Pipeline transports spring water from the Arrowhead Springs over the SBNF to NWNA's loading facilities, which are located on private property adjacent to the SBNF. While the terms of the SUP do include a no-assignment clause, they do not include any express language regarding mergers.

In reasonable reliance on the SUP, NWNA has (and its predecessors-in-interest have) invested substantial amounts to develop and maintain the pipeline, and continuously operated under the SUP.

**2. Through a Series of Mergers and Name Changes, NWNA has Succeeded to the Interests of New Puritas.**

NWNA is the successor to the original holder of the SUP, Arrowhead Puritas Waters, Inc., by merger. As set forth in Section II(D)(3)-(4) above, Arrowhead Puritas Waters, Inc. merged into ADW, which then merged into BCI-ADW, which then changed its name to "Arrowhead Water Corp.," which then merged into GSWA, which then changed its name to "Nestle Waters North America Inc."

It is important to note that since the terms of the SUP never prohibit a transfer by merger—in fact, they contain no express language at all regarding mergers—the no-assignment clause does not legally prevent the SUP from being exercised by the merged entity. The SUP (originally issued in 1978) was never individually "transferred" within the meaning of the SUP through a deed or other conveyance. Rather, all transactions since 1977 have been mergers. Therefore, under the rules established by the federal court in *Brunswick*, the SUP is validly held by NWNA.

As a result of these corporate transactions, and because the terms of the SUP do not include any express language regarding mergers, the SUP is now held by NWNA as a result of the noted series of mergers (with respect to California law, *see* CAL. CIV. CODE § 1039; CAL. CORP. CODE §§ 1107(a), 1108; *see also Maudlin* at 1016; with respect to Delaware law, *see* DEL. CORP. CODE § 259(a); *Brunswick* at 753; *see also Texaco* at 500; *Folk* at §§ 259.01, 259.02). Therefore, NWNA is the legal holder of the SUP.

**IV. THE SUP REMAINS IN FULL FORCE AND EFFECT.**

**A. Federal Permits Remain in Full Force and Effect During Reissuance Process.**

The SUP, like other federal permits, remains legally valid and in full force and effect during the reissuance process. The SUP is a permit that is subject to the Administrative Procedure Act (the “APA”) (*see generally* 5 U.S.C. §§ 500, *et seq.*; *see also* 5 U.S.C. §§ 551, 558). Under the APA, a permit for “an activity of a continuing nature” that is expired by its terms, but for which the reissuance process has timely commenced, remains in full force and effect until the issuing agency renders a final decision regarding permit reissuance (*see* 5 U.S.C. § 558; *see also Miami MDS Co. v. FCC*, 14 F.3d 658, 659 (D.C. Cir. 1994)).

**B. NWNA’s SUP Remains in Full Force and Effect Today.**

NWNA’s SUP remains in full force and effect pursuant to the terms of the APA. In 1987, in accordance with the terms of the SUP, BCI-ADW timely initiated the reissuance process for the SUP with the USFS. The process remains ongoing, and NWNA’s water transportation operations inarguably constitute an “activity of a continuing nature” (having commenced in the 19<sup>th</sup> Century). In reasonable reliance on the ongoing renewal process, NWNA (and its predecessors-in-interest) have continuously operated under the SUP and have continued to comply with all the terms and conditions of the SUP.

As a result, the SUP remains legally valid and in full force and effect until the USFS renders a final decision regarding reissuance of the SUP (*see* 5 U.S.C. § 558; *see also Miami* at 659). Therefore, NWNA has the right to maintain the Pipeline pursuant to the terms of the SUP.

**V. NWNA IS THE LEGAL HOLDER OF THE ARROWHEAD WATER RIGHTS AND THE SUP, WHICH REMAINS IN FULL FORCE AND EFFECT.**

As set forth above, under long-settled California, Delaware, and Federal law, NWNA is the legal owner of the Arrowhead Water Rights, NWNA is the legal permittee under the SUP, and the SUP remains in full force and effect.

**Table of Exhibits**

Exhibit A – <i>Del Rosa</i> Judgment
Exhibit B – Warranty Deed
Exhibit C – Agreement of Merger
Exhibit D – Certificate of Amendment
Exhibit E – Quitclaim Deed
Exhibit F – Grant Deed
Exhibit G – Certificate of Amendment
Exhibit H – Certificate of Ownership and Merger
Exhibit I – Certificate of Ownership and Merger
Exhibit J – Certificate of Merger
Exhibit K – Agreement of Merger
Exhibit L – Certificate of Amendment

**EXHIBIT A**

**DEL ROSA JUDGMENT**

**[Document Commences on Following Page]**



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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
IN AND FOR THE COUNTY OF SAN BERNARDINO.

DEL ROSA MUTUAL WATER COMPANY,  
a corporation,

Plaintiff,

No. 31798

vs.

J U D G M E N T

D. J. CARPENTER, ISABEL C. TURNER,  
J. B. JEFFERS, GEORGE S. MASON,  
NATIONAL THRIFT CORPORATION OF  
AMERICA, a corporation, JOHN DOE  
MCKASON, MARY GLEASON, G. M. CHRIST,  
GREAT VIEW WATER COMPANY, NETTIE  
D. PHILLIPS, PACIFIC-SOUTHWEST TRUST  
& SAVINGS BANK, a corporation,  
ARTHUR R. PECK, CARRIE A. PECK,  
ELLEN A. McLAUGHLIN, ARROWHEAD  
SPRINGS CORPORATION, a corporation,  
ARROWHEAD SPRINGS COMPANY, a cor-  
poration, J. N. BAYLIS, CALIFORNIA  
CONSOLIDATED WATER COMPANY, a  
corporation, CALIFORNIA CONSUMERS  
CORPORATION, a corporation, et al.,

Defendants.

The above entitled action coming on regularly to be heard before the Court without a jury, a trial by jury having been waived by the respective parties, Messrs. Swing & Wilson and Ralph E. Swing appearing as attorneys for the plaintiff, Messrs. Lawler & Degan appearing for and as attorneys for defendants, California Consolidated Water Company and California Consumers Company (sued herein as "California Consumers Corporation"), respectively, and Messrs. Gibson, Dunn & Crutcher appearing for and as attorneys for defendants Arrowhead Springs Company and Arrowhead Springs Corporation, Ltd. (sued herein as "Arrowhead Springs Corporation"), and Messrs. O'Connor & Findlay appearing for and as attorneys for the other defendants above mentioned, and this cause being at issue and the parties having entered into a stipulation in writing for the entry of this judgment, and findings of fact and conclusions of law, except as set out and contained in this judgment, having been duly

1 *and oral evidence having been introduced*  
waived by the respective parties, and the Court being fully advised  
2 in the premises, and good and sufficient cause appearing therefor;

3 NOW, THEREFORE, in accordance with said stipulation, *and the evidence*

4 IT IS HEREBY ADJUDGED:

5 1. That plaintiff is, and defendants California Con-  
6 solidated Water Company, Arrowhead Springs Corporation, Ltd. (sued  
7 herein as "Arrowhead Springs Corporation"), Arrowhead Springs Com-  
8 pany and California Consumers Company (sued herein as "California  
9 Consumers Corporation") are corporations duly organized and existing  
10 and duly qualified and authorized to do and transact business within  
11 the State of California.

12 2. That neither the California Consumers Company nor  
13 the Arrowhead Springs Company have at this time any right, title or  
14 interest in or to any of the water or in or to the right to take,  
15 divert, use or transport any of the water referred to in the com-  
16 plaint in said action or in this judgment.

17 3. That East Twin Creek is a natural stream of water  
18 situated in the County of San Bernardino, State of California, and  
19 has its source in the San Bernardino Mountains lying and being to  
20 the north of the City of San Bernardino. That all of the waters of  
21 what is known as East Twin Creek watershed, except as diminished by  
22 use by defendant Arrowhead Springs Corporation, Ltd., and its prede-  
23 cessors in interest and by use by defendant California Consolidated  
24 Water Company and its predecessors in interest, and except as the  
25 waters thereof are lost by evaporation, transpiration, seepage and  
26 other natural causes, drain into and become a part of said East  
27 Twin Creek above the point of plaintiff's diversion hereinafter  
28 referred to. That the principal tributaries of said East Twin Creek  
29 are Strawberry Creek, Coldwater Creek, Hot Springs Creek, and other  
30 named and unnamed tributaries and springs, all of which flow and  
31 percolate into and, except as diminished as aforesaid, become a part  
32 of said East Twin Creek; also waters seep and percolate into said

1 East Twin Creek and its tributaries from the adjacent hills and  
2 lands draining into said East Twin Creek and its various tributaries  
3 and the canyons draining into said stream. That Strawberry Creek  
4 and its tributaries are the easterly branch of East Twin Creek above  
5 the junction of Strawberry Creek and Coldwater Creek; Coldwater  
6 Creek and its tributaries are the westerly branch of East Twin Creek  
7 above the junction of Strawberry Creek and Coldwater Creek; Hot  
8 Springs Creek and its tributaries are the lowest branch of East Twin  
9 Creek. That at the time of the appropriation, as hereinafter set  
10 forth, of the waters of said East Twin Creek by plaintiff's predeces-  
11 sors in interest all of the waters of said East Twin Creek and of  
12 its tributaries, except that part thereof then being used by defen-  
13 dant Arrowhead Springs Corporation, Ltd. and its predecessors on  
14 lands in Section 7, Township 1 North, Range 3 West, S.B.B. & M., and  
15 on lands in Sections 11 and 12, Township 1 North, Range 4 West,  
16 S.B.B. & M., above the point of plaintiff's intake, and that part  
17 lost by evaporation, transpiration, seepage and other natural causes,  
18 flowed in a southerly direction in a natural stream to and into the  
19 San Bernardino Valley, and at the time of the appropriation of the  
20 right to use such water by plaintiff's predecessors in interest none  
21 of said water had been appropriated, diverted, or used except by  
22 said Arrowhead Springs Corporation, Ltd. and its said predecessors  
23 for use upon said lands above plaintiff's point of appropriation.

24 That subsequent to the time when defendant, Arrowhead  
25 Springs Corporation, Ltd., or its predecessors in interest, acquired  
26 title to all the lands described in paragraph 4 below, except the  
27 north half of the northwest quarter ( $\frac{1}{2}$  of  $\text{NW}\frac{1}{4}$ ) of Section 12, Town-  
28 ship 1 North, Range 4 West, S.B.B. & M., plaintiff or its predeces-  
29 sors in interest entered into and upon said East Twin Creek at about  
30 one mile north of the mouth of said East Twin Creek and appropriated  
31 and diverted all of the water of said stream flowing at said point  
32 and thereafter, except as hereunder provided, diverted all of the

1 water of said stream flowing at said point into a ditch and conduit  
2 and conveyed the same away to nonriparian lands for beneficial uses  
3 thereon.

4 That the point on said stream where said appropriation and  
5 diversion was so made by plaintiff, or its predecessors in interest,  
6 was below the confluence of all of said branches of said East Twin  
7 Creek and below where all of the waters of said East Twin Creek  
8 watershed converge, except as diminished as aforesaid. That ever  
9 since said appropriation and diversion of said stream all of the  
10 waters of said stream flowing at said point have been and now are  
11 taken and used for irrigation and other beneficial uses and purposes  
12 by plaintiff and its predecessors in interest, and by defendants and  
13 cross complainants named in paragraph 6 hereof, except as diminished  
14 from time to time by the use by defendant Arrowhead Springs Corpora-  
15 tion, Ltd. and its predecessors in interest and by natural causes  
16 as aforesaid, and except that said California Consolidated Water  
17 Company and its predecessors in interest have for more than five  
18 years prior to the commencement of this action diverted into reser-  
19 voirs and tanks and have diverted, taken and transported to Los  
20 Angeles and other places for bottling purposes and other commercial  
21 uses, water from said watershed adversely to said plaintiff, and to  
22 all other defendants, except Arrowhead Springs Corporation, Ltd.

23 4. That in the year 1863 David Noble Smith, predecessor  
24 in interest of defendant Arrowhead Springs Corporation, Ltd., set-  
25 tled on the East half of the Southeast quarter and the Southeast  
26 quarter of the Northeast quarter of Section Eleven (11) and the  
27 Northwest quarter of the Southwest quarter of Section Twelve (12),  
28 Township 1 North, Range 4 West, S.B.B. & M., which lands were then  
29 and until 1878 unsurveyed, and thereafter, on the 1st day of Febru-  
30 ary, 1882, patent was issued therefor; that on the 3rd day of April,  
31 1871, pursuant to the Acts of Congress approved July 27, 1866, and  
32 March 3, 1871, there was granted to Southern Pacific Railroad Company

1 of California, predecessor in interest of defendant Arrowhead Springs  
2 Corporation, Ltd., all of Section Seven (7), Township 1 North, Range  
3 3 West, S.B.B. & M., and thereafter, on the 1st day of November, 1897,  
4 patent was issued therefor (which patent contained no reservation of  
5 water rights whatsoever); that on the 3rd day of April, 1871, pur-  
6 suant to the Acts of Congress approved July 27, 1866, and March 3,  
7 1871, there was granted to Southern Pacific Railroad Company of  
8 California, predecessor in interest of defendant Arrowhead Springs  
9 Corporation, Ltd., the west half of the southeast quarter ( $W\frac{1}{2}$  of  $SE\frac{1}{4}$ )  
10 and the southwest quarter of the northeast quarter ( $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ) of  
11 Section 11, Township 1 North, Range 4 West, S.B.B. & M., and there-  
12 after, on the 9th day of January, 1885, patent was issued therefor  
13 (which patent contained no reservation of water rights whatsoever);  
14 that on the 3rd day of May, 1877, A.B. Chapman and others, predeces-  
15 sors in interest of the defendant Arrowhead Springs Corporation, Ltd.,  
16 made application to the United States Land Office to purchase the  
17 following described land as timberland:

18       The northeast quarter of the southwest quarter ( $NE\frac{1}{4}$  of  $SW\frac{1}{4}$ ),  
19       the north half of the southeast quarter ( $N\frac{1}{2}$  of  $SE\frac{1}{4}$ ) and  
20       the southeast quarter of the northeast quarter ( $SE\frac{1}{4}$  of  $NE\frac{1}{4}$ )  
      of Section 12, Township 1 North, Range 4 West, S.B.B. & M.;

21 that thereafter, on the 15th day of August, 1889, patent was issued  
22 therefor; that in the year 1880 Thomas B. Elder, predecessor in in-  
23 terest of defendant Arrowhead Springs Corporation, Ltd., entered in-  
24 to possession of the south half of the northwest quarter ( $S\frac{1}{2}$  of  $NW\frac{1}{4}$ )  
25 and the west half of the northeast quarter ( $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ) of Section 12,  
26 Township 1 North, Range 4 West, S.B.B. & M., and that thereafter, on  
27 the 6th day of October, 1888, patent was issued therefor; that on the  
28 29th day of October, 1891, Herbert J. Royer, predecessor in interest  
29 of the defendant, Arrowhead Springs Corporation, Ltd., entered upon  
30 the north half of the northwest quarter ( $N\frac{1}{2}$  of  $NW\frac{1}{4}$ ) of Section 12,  
31 Township 1 North, Range 4 West, S.B.B. & M., and that thereafter, on  
32 the 12th day of November, 1897, patent was issued therefor; that all

1 of the lands described in this paragraph are contiguous and, except  
2 such portions thereof as lie outside of the watershed of East Twin  
3 Creek, are bordering on and have access to, and are riparian to,  
4 said East Twin Creek, and all of said lands are now the property of  
5 defendant, Arrowhead Springs Corporation, Ltd., and all that portion  
6 of said lands which lie within the watershed of said East Twin Creek  
7 are hereinafter referred to as the Arrowhead Springs property. That  
8 the whole of said land is located above plaintiff's point of ap-  
9 propriation and intake.

10 That said defendant, Arrowhead Springs Corporation, Ltd.,  
11 is now and it and its predecessors in interest have, for more than  
12 fifty (50) years last past, been conducting and operating on said  
13 Arrowhead Springs property a health and pleasure resort, consisting  
14 of a hotel building, cottages, bungalows and all usual and customary  
15 outbuildings, swimming pools, baths and other accessories, which es-  
16 tablishment is now, and for many years last past has been, known as  
17 "Arrowhead Springs Hotel", and, adversely to the said plaintiff and  
18 said defendants and cross-complainants, has taken and diverted water  
19 from said East Twin Creek and its tributaries above plaintiff's point  
20 of diversion for use in said hotel, cottages, bungalows and out-  
21 buildings for domestic purposes and for baths, ~~swimming~~ pools and other  
22 purposes in connection therewith and for irrigation of said Arrow-  
23 head Springs property, and has also, for more than five (5) years  
24 prior to the commencement of this action, taken and diverted water  
25 from said East Twin Creek and its tributaries, above plaintiff's  
26 point of appropriation and diversion, for use in its steam cave baths  
27 situated in Waterman Canyon adversely to the said plaintiff and de-  
28 fendants and cross-complainants named in paragraph 6 hereof, and has  
29 also, for more than five (5) years prior to the commencement of this  
30 action, used adversely to the said plaintiff and said defendants and  
31 cross-complainants, the waters of Penyugal Spring, Granite Spring and  
32 other hot springs, all of which are located in Hot Springs Canyon on

1 said Arrowhead Springs property and are tributary to Hot Springs  
2 Creek, which Creek is the lowest branch of East Twin Creek, for the  
3 purpose of bottling the same and shipping the same outside of the  
4 watershed of East Twin Creek and selling the same in bottles and  
5 other containers for human consumption as mineral water, and has the  
6 right, except as limited by the provisions of paragraph (1) hereof,  
7 as such riparian owner and as appropriator and by prescription to  
8 continue so to take and use water from said East Twin Creek and its  
9 tributaries and to take and use said water on said Arrowhead Springs  
10 property for all beneficial and riparian uses and to whatever extent  
11 may be required for such uses and to take and use water from said  
12 source for use in its steam cave baths in Waterman Canyon and to take  
13 and use water from said Penyugal Spring, Granite Spring and other hot  
14 springs and to bottle and ship the same outside of the watershed in  
15 East Twin Creek, and to sell the same in bottles and other containers  
16 for human consumption as mineral water.

17  
18 5. That the defendant, California Consolidated Water  
19 Company, now is and it and its predecessors in interest have been en-  
20 gaged in the business of diverting water from East Twin Creek and/or  
21 its tributaries into reservoirs and tanks and from thence transport-  
22 ing the same by means of cars and other conveyances to the City of  
23 Los Angeles, where said water is bottled for domestic use and used  
24 for the manufacture of beverages and other purposes; that said defen-  
25 dant, California Consolidated Water Company, has entered in and upon  
26 the springs at the headwaters of said Strawberry Creek and developed  
27 the water at said Springs that would not naturally flow to plain-  
28 tiff's said point of diversion, and diverted the water of said  
29 springs including the water so developed into a pipe line and by  
30 means thereof conveyed a part thereof to its said tanks and reser-  
31 voirs and transported said part thereof from such tanks and reser-  
32 voirs to Los Angeles where such water has been and is now being used  
by said defendant in its said business. That said defendant has ex-

1      pended large sums of money in so developing said springs and convey-  
2      ing said water, and has developed an extensive business dependent  
3      entirely upon such supply of water, and it would be inequitable to  
4      enjoin said defendant from continuing to so take and use said water;  
5      that said defendant requires the use of all the water now flowing  
6      and hereafter developed and flowing from said springs tributary to  
7      said Strawberry Creek lying north of the north line of the south half  
8      of Section 31 and north of the north line of the south half of Sec-  
9      tion 32, both in Township 2 North, Range 3 West, S.B.B. & M., and, ex-  
10     cept as limited by the provisions of paragraph (1) hereof, is entitled  
11     to take and use said water; that the taking of such water will be  
12     injurious to plaintiff's right, but such injury can be compensated  
13     in damages and such damage is hereby determined to be and is the sum  
14     of twenty thousand dollars (\$20,000.00). That such diversion by  
15     defendant, California Consolidated Water Company, will not, subject  
16     to the terms of paragraph (1) hereof, impair any right of any other  
17     party hereto.

18             6.      That defendants and cross-complainants, D. J.  
19                     *E. C. Jeffers (and herein as John Doe)*  
20      Carpenter, Isabel G. Turner, <sup>^</sup> J. B. Jeffers, George S. Mason, L. R.  
21      McKesson and National Thrift Company of America, were at the time of  
22      the commencement of this action and they and their successors in  
23      interest now are the owners of the right to take and use the first  
24      ten (10) inches of the flow of the water of East Twin Creek reach-  
25      ing plaintiff's point of diversion; that said ten inch right is part  
26      of the right appropriated by plaintiff's predecessors in interest;  
27      that all of said ten inches, or fraction thereof, when reaching  
28      plaintiff's point of diversion, has been diverted by plaintiff and  
29      its predecessors in interest into its pipe line and delivered to said  
30      defendants at a diversion box at a point about one mile easterly from  
31      plaintiff's said point of diversion, and said defendants and cross-  
32      complainants are hereby determined to be the owners of said first  
    ten (10) inches of the flow of said creek reaching plaintiff's point



1 of diversion and entitled to have said ten (10) inches of water  
2 reaching plaintiff's point of diversion delivered to them by plain-  
3 tiff at the said diversion box, and said plaintiff shall continue  
4 to take and divert and deliver the same.

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6 7. That the taking of such water as set forth in para-  
7 graph 5 above may be injurious to the rights of defendants and  
8 cross-complainants, D. J. Carpenter, Isabel G. Turner, J. B.  
9 *E. C. Jeffers (and herein as John A. Co.)*  
10 *Jeffers*, George S. Mason, L. R. McKesson and National Thrift Com-  
11 pany of America, unless said water from said Hot Springs Creek and  
12 said East Twin Creek be diverted at a point at or adjacent to the  
13 point of confluence of said Hot Springs Creek and East Twin Creek  
14 and from thence conveyed into plaintiff's present pipe line, the  
15 northerly terminus of which is plaintiff's diversion box located  
16 about one mile northerly from the mouth of said East Twin Creek  
17 Canyon, and that said defendants and cross-complainants are  
18 entitled to have said ten (10) inches thereof belonging to them so  
19 diverted and conveyed and delivered to them by plaintiff at the  
20 present diversion box located about one mile easterly from plain-  
21 tiff's said present point of diversion.

22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

23 (a) That defendant, Arrowhead Springs Corporation, Ltd.,  
24 is, subject to the provisions of subdivision (1) hereof, the  
25 owner of the right to take water from said East Twin Creek and its  
26 tributaries and to use said water upon its said Arrowhead Springs  
27 property riparian to East Twin Creek, to the extent that such  
28 water is or may be required for any beneficial or riparian use  
29 upon said property, and to use said water to the extent of five (5)  
30 miner's inches, measured under a four inch pressure, in its steam  
31 cave baths and for domestic purposes in Waterman Canyon during the  
32 period from the first day of November to the <sup>first</sup> 15th day of May of

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each year at all times during said period when the taking thereof will not reduce the water flowing at plaintiff's intake below ten (10) inches, and to use said water to the extent of one (1) miner's inch, measured under a four inch pressure, in its steam cave baths and for domestic purposes in Waterman Canyon at all other times, and is also, subject to the provisions of subdivision (i) hereof, the owner of the right to bottle and ship, out of the said East Twin Creek watershed, waters of Pennygal Spring, Granite Spring and other hot springs tributary to Hot Springs Creek, provided, however, that said defendant, Arrowhead Springs Corporation, Ltd., shall not so use the waters of Hot Springs Creek, for shipment, irrigation or otherwise, as to reduce the flow of the waters of Hot Springs Creek at the point of its confluence with East Twin Creek below ten (10) miner's inches, measured under a four inch pressure, provided further, however, that no part or portion of any of the water of East Twin Creek, or any of its tributaries, except as otherwise herein provided, shall ever be taken to or used upon lands not riparian to said East Twin Creek.

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(b) That defendant, California Consolidated Water Company, is, subject to the provisions of subdivision (i) hereof, the owner of the right to take, impound, divert, transport and carry away water of that certain spring known as "Indian Spring" and any and all of the water of all springs situated or obtainable in that part of East Twin Creek known as "Strawberry Creek and Canyon" and canyons lateral thereto lying north of a line drawn east and west through Sections 31 and 32, Township 2 North, Range 3 West, S.B.B. & M., coincident with the northerly line of the south half of Section 31 and the south half of Section 32, Township 2 North, Range 3 West, S.B.B. & M., and it may enter in and upon that portion of

1 said Strawberry Creek and Canyon and lateral canyons thereto lying  
2 north of said line and develop, by means of tunnels or otherwise,  
3 any and all springs or water situated or obtainable from said area  
4 north of said line, and may take and divert all of said water  
5 flowing and to flow in and from said springs and/or obtainable in  
6 said area into a pipe line and divert and carry the same, by and  
7 through such pipe line, to tanks and reservoirs upon said Arrowhead  
8 Springs property, and may take and transport the same beyond and  
9 out of said watershed for bottling or other purposes or uses.

10 (c) Defendant, Arrowhead Springs Corporation, Ltd.,  
11 shall at all times maintain suitable and proper septic and treating  
12 tanks upon its lands and shall cause all sewage to pass through  
13 such septic and treating tanks and be properly treated before re-  
14 turning the same to or permitting the same to return to or flow in-  
15 to said East Twin Creek, and said tanks shall be so constructed and  
16 located that all water flowing from said septic tanks, not used on  
17 the premises, shall return and flow into said East Twin Creek  
18 above plaintiff's point of diversion.

19 Defendant, Arrowhead Springs Corporation, Ltd., shall al-  
20 so cause all water that may be diverted for use by said Arrowhead  
21 Springs Corporation, Ltd., not actually consumed in the exercise of  
22 the rights hereinbefore decreed to Arrowhead Springs Corporation,  
23 Ltd., to return and flow into said East Twin Creek above plaintiff's  
24 point of diversion.

25 (d) That plaintiff have and recover of and from the  
26 defendant, California Consolidated Water Company, the sum of fifteen  
27 thousand dollars (\$15,000.00), and from defendant, Arrowhead Springs  
28 Corporation, Ltd., the sum of five thousand dollars (\$5,000.00).

29 (e) That plaintiff is the owner of the right to have all  
30 the water of East Twin Creek and its tributaries which flows to its  
31 said intake, subject only to the rights of defendants Arrowhead  
32 Springs Corporation, Ltd., California Consolidated Water Company,

1 and defendants and cross-complainants designated in paragraph 6,  
2 as herein set forth.

3 (f) Plaintiff shall have the right to enter in and upon  
4 the lands of the defendant, Arrowhead Springs Corporation, Ltd.  
5 and construct a diversion weir and box and submerged dam upon said  
6 East Twin Creek at a point three hundred (300) feet northerly of  
7 the confluence of Hot Springs Creek and East Twin Creek, and also  
8 at the confluence of said streams, and may construct a pipe line  
9 or conduit from such point to plaintiff's present diversion box and  
10 may take and divert all of the water ordinarily flowing in said  
11 East Twin Creek at such diversion point subject only to the rights  
12 of defendants Arrowhead Springs Corporation, Ltd. and California  
13 Consolidated Water Company, and defendants and cross-complainants  
14 designated in paragraph 6, as herein set forth. The right of  
15 ingress and egress for construction and maintenance of said  
16 diversion weir and box, dam and pipe line or conduit shall be  
17 exercised in such a manner as to do the least possible damage to  
18 land, improvements, plantings and natural trees and shrubbery upon  
19 said Arrowhead Springs property, and said pipe line, if constructed,  
20 shall be maintained as free from leaks as possible and shall at all  
21 times have a depth of cover of at least two feet over the top of  
22 the pipe.

23 (g) Cross-complainants, D. J. Carpenter, Isabel C. Turner,  
24 *E. C. Jeffers (and herein as John Doe)*  
25 *J. H. Jeffers,* George S. Mason, L. R. McKesson and National Thrift  
26 Company of America, and their successors in interest, are the  
27 owners of the right to take and use the first ten (10) inches of  
28 water, or fraction thereof, reaching the point of diversion referred  
29 to in paragraph 6 hereof, and diverted by plaintiff into its pipe  
30 line from East Twin Creek and may take and divert said first ten  
31 (10) inches of water, or fraction thereof, reaching said point of  
32 diversion, from plaintiff's said pipe line at the diversion box now  
in place and used for such purpose.

1 That plaintiff shall immediately hereafter, at its own  
2 expense and cost, undertake and thereafter diligently prosecute  
3 the construction of such pipe line and such diversion dams, weirs,  
4 and boxes as may be necessary to divert and convey the water to  
5 which plaintiff and/or cross-complainants are entitled hereunder,  
6 from Hot Springs Creek and East Twin Creek from a point at or ad-  
7 jacent to the point of confluence of said Hot Springs Creek and  
8 East Twin Creek to and into plaintiff's present diversion box and  
9 pipe line, and said plaintiff shall complete said construction work  
10 on or before the 1st day of May, 1932, and shall thereafter maintain  
11 the same at its own expense, and shall thereafter convey through  
12 said pipe line and structure at least ten (10) miner's inches of  
13 said water of Hot Springs Creek and East Twin Creek if that amount  
14 be flowing therein from said point at or adjacent to the conflu-  
15 ence of Hot Springs Creek and East Twin Creek to and into its  
16 present diversion box and pipe line, and convey such ten (10)  
17 inches thereof from thence to the point of the present diversion  
18 box of plaintiff from which diversion box defendant and cross-  
19 complainants are now taking their said ten (10) inches of said  
20 water, it being the intent and purpose hereof that said plaintiff  
21 shall deliver the first ten (10) inches of the flow of East Twin  
22 Creek at plaintiff's present point of diversion or the first ten  
23 (10) inches of water flowing in Hot Springs Creek and East Twin  
24 Creek at their point of confluence to defendants and cross-  
25 complainants at the present diversion box located at a point on  
26 plaintiff's pipe line about one mile easterly from plaintiff's  
27 present point of diversion.

28 (h) Each of the parties hereto is perpetually enjoined  
29 from taking, using or interfering with the use of the waters of  
30 East Twin Creek and its tributaries except as herein decreed.

31 (i) This judgment shall not in anywise affect, amend, or  
32 otherwise impair any contracts now in existence, or which may be

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executed as of the date of this judgment, by and between defendant Arrowhead Springs Corporation, Ltd. and defendant California Consolidated Water Company, relating to the water of East Twin Creek or any of its tributaries.

(j) That pursuant to said stipulation, this judgment shall be final upon the entry thereof, and not subject to appeal or review in any manner by any of the parties to said ~~case~~ <sup>stipulation</sup>.

(k) Each of the parties hereto shall pay its own costs.

Done in open court this 19<sup>th</sup> day of October, 1931.

J. G. Leonard  
Judge

THE DOCUMENT TO WHICH THIS CERTIFICATION IS ATTACHED, CONSISTING OF PAGE(S) IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST  
Clerk of the Superior Court of the State of California in and for the County of San Bernardino.

Date \_\_\_\_\_

By \_\_\_\_\_ Deputy





THE DOCUMENT TO WHICH THIS CERTIFICATION IS ATTACHED, CONSISTING OF 14 PAGE(S), IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST CHRISTINA M. VOLKERS

Clerk of the Superior Court of the State of California,  
in and for the County of San Bernardino.

Date FEB 17 2015

By Terrie Johnson Deputy  
TERRIE JOHNSON

**EXHIBIT B**

**WARRANTY DEED**

**[Document Commences on Following Page]**



rents, issues and profits thereof.

WITNESS our hands this 6th day of March 1929.

Witness to signatures: -

A. B. Kirkland (SEAL)

Ruth M. Kirkland (SEAL)

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF SAN BERNARDINO )

On this 6th day of March in the year one thousand nine hundred and twenty-nine, before me, EVERETT BEMISH, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared A. B. KIRKLAND AND RUTH M. KIRKLAND, his wife known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the same.

WITNESS my hand and official seal at said county.

Everett Bemish,

(NOTARIAL SEAL)

Notary Public in and for the County of San Bernardino,

My Commission Expires Feb. 10, 1932. State of California.

No. 69. "Endorsed" Recorded at Request of Pioneer Title Insurance & Trust Co., Mar. 12, 1929, at 9 A.M. in Book 476, Page 174, OFFICIAL RECORDS, San Bernardino County, Calif. Fulton G. Faraud, County Recorder. By A. R. Schultz, Deputy. Fee \$1.10.

Compared

L. Hale

E.L.Glenn

o o o o

*For instrument affecting this record  
See Book 476 Page 222 Official Record*

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid, and of other good and valuable consideration, receipt of which is hereby acknowledged, ARROWHEAD SPRINGS CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having its principal place of business in and for the State of California in the City of Los Angeles, in said State, does hereby grant to CALIFORNIA CONSOLIDATED WATER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, all that certain property situated in the County of San Bernardino, State of California, described as follows to-wit:

1. A perpetual right and easement to use, operate, maintain, repair and replace the reservoirs, pipe lines, tunnels and collecting basins hereinafter described, together with the easement to enter and go across other property of the grantor hereinafter described, in order to use, operate, maintain, repair and replace such facilities and the other facilities hereinafter mentioned. The reservoirs, pipe lines, tunnels and collecting basins above mentioned are described as follows:

Water Lot No. 1 as shown and delineated on Licensed Surveyor's Map "Showing Certain Pipe Lines and Easements Arrowhead Springs Corporation", recorded in Book 2, Record of Surveys, Pages 18 and 19.

Water Lot No. 2 as shown and delineated on said Licensed Surveyor's Map recorded in Book 2, Records of Surveys, Pages 18 and 19.

Also the existing reservoir site and tanks as shown on said Licensed Surveyor's Map.

Also the proposed reservoir site as shown on said Licensed Surveyor's Map.

Also a right of way 10 feet wide for pipe line the center line of which is designated as "Waterman Canyon Pipe Line" on said Licensed Surveyor's Map.

Also a right of way 10 feet wide for pipe line, the center line of which is designated as "Indian Springs Pipe Line" on said Licensed Surveyor's Map.

Also a right of way 40 feet wide for pipe line designated as "Proposed Pipe Line B", the

center line of which is the center line of Pacific Electric Railway as shown on said Licensed Surveyor's Map.

Also a right of way 10 feet wide for pipe line the center line of which is designated as "Proposed Pipe Line 'A'" on said Licensed Surveyor's Map.

Also a perpetual easement to lay, construct, erect, use, operate, maintain, repair and replace necessary additional reservoirs, pipe lines, tunnels, collecting basins and similar facilities as may be hereafter needed by the grantee, its successors or assigns, in, on and across other property of the grantor, hereinafter described.

Also all pipe lines, pipe racks and loading facilities for the transportation of water from the existing collecting basins and tunnels of the grantor to Pacific Electric Railway, or elsewhere, and also all reservoirs and tanks of the grantor, now being used by it in the development and distribution of its water.

2. All subterranean waters in Waterman Canyon (also known as West Twin Creek) and in Strawberry and Cold Water Canyons (also known as East Twin Creek), belonging to the grantor, including all waters now being developed and produced by said grantor in said Canyons, together with such additional subterranean waters now belonging to the grantor as the grantee, its successors or assigns, may hereafter desire to develop, together with necessary rights of way for pipe lines to convey such water to the reservoirs of the grantee, its successors or assigns, and the right to go upon the premises of the grantor and erect necessary tunnels and collecting basins for the development of such water; excluding, however, all water of the grantor from surface streams and hot springs.

3. Also whatever rights and interests ARROWHEAD SPRINGS CORPORATION owns and possesses in water flowing from Indian Springs and in the tunnels located at and adjoining said Springs.

4. Also, in the event of emergency creating a shortage in the supply of water available to grantee, its successors or assigns, from the above sources of supply, the right and privilege on the part of the grantee, its successors or assigns, to take hot water from any of the springs or other sources of supply owned or controlled by the grantor in such amounts and at such times as will not interfere with or interrupt the hot water uses and service of the grantor.

SUBJECT to the lien of taxes for the last half of the fiscal year 1928-29.

TO HAVE AND TO HOLD unto the said grantee, its successors or assigns forever.

The grantor hereby covenants with the grantee, its successors or assigns, that the grantor will warrant to the grantee, its successors or assigns, all the said property against every person lawfully claiming the same.

The other property of the grantor hereinbefore mentioned is that certain real property situated in the County of San Bernardino, State of California, particularly described in the indenture dated as of July 1, 1925, from said Arrowhead Springs Corporation to the Pacific-Southwest Trust & Savings Bank and recorded August 22, 1925, in Book 14, page 1, Official Records of said County.

IN WITNESS WHEREOF, said ARROWHEAD SPRINGS CORPORATION has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its respective officers, thereunto duly authorized, this 27th day of February 1929.

ARROWHEAD SPRINGS CORPORATION

(CORPORATE SEAL)

BY Chas. G. Anthony, Vice-President

BY C. M. Rice, Secretary

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On this 27th day of February 1929, before me, C. E. CULVER, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared CHARLES G. ANTHONY, known to me to be the Vice-President and C. M. RICE, known to me to be the Secretary

of ARROWHEAD SPRINGS CORPORATICN, the corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL) C. E. Culver, Notary Public in and for the County of Los Angeles, My Commission Expires June 24, 1930. State of California.

No. 116. "Endorsed" Recorded at Request of Security Title Ins. & G'tee Co., Mar. 12, 1929, 11:01 A.M. in Book 476, Page 175, OFFICIAL RECORDS, San Bernardino County, Calif. Fulton G. Feraud, County Recorder. By Eva Bemis, Deputy. Fee \$1.50.

Compared L. Hale E.L.Glenn

STATE CORPORATION DEPARTMENT OF THE STATE OF CALIFORNIA.

IN THE MATTER OF THE APPLICATION ) OF ) AMENDED SUPPLEMENTAL PERMIT CALIFORNIA CONSOLIDATED WATER ) LA - 6109. COMPANY, for a certificate authorizing ) it to sell its securities. )

THE ISSUANCE OF THIS CERTIFICATE IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE A RECOMMENDATION OR ENDORSEMENT OF ANY SECURITIES OR OTHER MATTERS HEREIN CONTAINED.

The Supplemental Permit heretofore issued to CALIFORNIA CONSOLIDATED WATER COMPANY, a Delaware corporation, on February 25, 1929, is hereby amended to read as follows:

CALIFORNIA CONSOLIDATED WATER COMPANY, a Delaware corporation, is permitted to sell and issue to Pacific Public Service Company for cash, lawful money of the United States, so as to net applicant the full par or face value thereof, plus accrued interest to date of delivery and for the uses and purposes recited in its application, its FIRST MORTGAGE AND FIRST LIEN FIFTEEN YEAR SIX PER CENT GOLD BONDS, not exceeding in their aggregate par or face value \$1,500,000.00 of that certain issue authorized by it to be issued in and by proceedings of its board of directors and of its stockholders, as recited in the application.

This permit is issued upon each of the following conditions:

(a) That the payment of all of said bonds shall be secured by a mortgage or indenture of trust substantially in the form of the copy of such indenture filed with its application, upon all of that real and personal property therein described and referred to; and that said bonds shall be substantially in the form and tenor of the bond set forth in said indenture, and shall be executed, certified, and issued only in accordance with the conditions of said indenture, and as herein permitted.

(b) That, said indenture shall be first duly recorded so as to constitute a first lien or charge of record upon all of the real property described therein, and upon all of the personal property described therein, situate in Los Angeles, San Bernardino, San Diego and Ventura Counties, subject only to the lien of taxes not delinquent, easements and rights of way of record, conditions, restrictions and reservations affecting the real property in the City of Los Angeles therein described, rights of way for roads or highways affecting the San Bernardino County property therein described, and lease to Arthur R. Peck and Carrie A. Peck, recorded in Book 262, Page 304, Official Records of San Bernardino County, California.

(c) That none of the said bonds herein authorized to be sold and issued, shall be issued unless and until applicant shall have furnished the Trustee with a true and correct copy of this permit.

**EXHIBIT C**

**AGREEMENT OF MERGER**

**[Document Commences on Following Page]**



**State of California  
Secretary of State**

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

That the attached transcript of 36 page(s) is a full, true and correct copy of the original record in the custody of this office.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 24 2015

Handwritten signature of Alex Padilla in cursive script.

ALEX PADILLA  
Secretary of State

FILED

in the office of the Secretary of State  
OF THE STATE OF CALIFORNIA

DEC 31 1938

FRANKLIN B. JORDAN  
SECRETARY OF STATE

CERTIFICATE OF OFFICERS

178062

The undersigned, HUGH FULLERTON and CHARLES A. RUGGLES, the president and secretary, respectively, of ARROWHEAD AND PURITAS WATERS INC. a California corporation, hereby certify that:

(a) A regular meeting of the board of directors of Arrowhead and Puritas Waters Inc. was held on the 23rd day of December, 1938, at 2:30 o'clock P. M. at 225 Bush Street, in the City and County of San Francisco, State of California, 7 directors being present out of a total of 7 directors.

(b) A copy of resolutions adopted at said meeting is:

"RESOLVED: That this corporation, the directors, or a majority thereof, and the president and the secretary of this corporation enter into and execute an agreement of merger with California Consolidated Water Company, the directors, or a majority thereof, and the president and the secretary of said California Consolidated Water Company pursuant to sections 361 and 361a of the Civil Code of the State of California and section 59 of the General Corporation Law of the State of Delaware; and be it further

"RESOLVED: That the agreement of merger presented for the consideration and approval of this meeting, which agreement sets forth the terms and conditions of merger and the mode of carrying the same into effect, as well as the manner and basis of converting the shares of the constituent corporations into the shares of the surviving corporation is hereby approved; and be it further

"RESOLVED: That a special meeting of the shareholders of this corporation is hereby separately called to be held on the 23rd day of December, 1938, at 3:00 o'clock p. m. of said day at the office of this corporation located at 225 Bush Street, in the City and County of San Francisco, State of California, for the purpose of taking the matter of said merger agreement into consideration; and be it further

"RESOLVED: That the Secretary be and he is hereby authorized and instructed to give notice of the time, place and object of said meeting of the shareholders, as provided by section 361 of the California Civil Code, or in lieu thereof, to obtain waivers of notice and consents to the holding of such meeting as provided by section 317 of the California Civil Code; and be it further

"RESOLVED: That the president, or a vice-president, and the secretary, or an assistant secretary, be and they are hereby authorized and instructed, upon the approval and adoption of the merger agreement by the shareholders as above provided, to execute said agreement on behalf of the corporation and under the corporate seal, and the president or a vice-president, and the secretary or an assistant secretary are hereby authorized and directed, upon the approval and adoption of said agreement, to execute the certificate, verified by their oath, prescribed by section 361 of the Civil Code of the State of California."

A copy of the agreement of merger referred to in the resolutions hereinabove set out is attached hereto.

(c) The vote of the board of directors in favor of such resolutions was unanimous, to-wit: 7 directors voting in favor thereof.

(d) A special meeting of the shareholders of Arrowhead and Puritas Waters Inc. was duly held on the 23rd day of December, 1938, at 3:00 o'clock P. M. at 225 Bush Street in the City and County of San Francisco, State of California, at which meeting said agreement of merger was approved by a total vote of 3 shares of the common stock, said stock being the only class of the capital stock of said corporation.

(e) The total number of subscribed shares of common stock, being the only class of stock, is 3, there being no certificates outstanding.

(f) Notice of the time, place and purpose of said special meeting of shareholders was not sent to the shareholders nor published for the reason that all of the shareholders of Arrowhead and Puritas Waters Inc., prior to said special meeting, signed a waiver of notice and consent to the holding of the meeting as follows:

**"WAIVER OF NOTICE OF SPECIAL MEETING OF SHAREHOLDERS  
AND CONSENT TO THE HOLDING OF SUCH MEETING**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, being the sole shareholder of Arrowhead and Puritas Waters Inc., hereby gives written consent and approval to the holding, and hereby waives any and all right or necessity of any notice whatsoever, of a special meeting of the shareholders of said corporation separately called by the board of directors of said corporation to be held on the 23rd day of December, 1938, at 3:00 o'clock p. m. of said day at the office of said corporation at No. 225 Bush Street, in the City and County of San Francisco, State of California, for the

"purpose of considering and acting upon a proposed agreement of merger between Hugh Fullerton and Arrowhead and Puritas Waters Inc. and the adoption and approval of said agreement, all as set forth more particularly in the resolutions of the board of directors of said company adopted at a meeting of said board held on the 23rd day of December, 1938.

Dated: December 23, 1938.

HUGH FULLERTON "

WITNESS our hands and the seal of said corporation this 27th day of December, 1938.

Hugh Fullerton  
President

Charles A. Ruggles  
Secretary



STATE OF CALIFORNIA,                    )  
  ) ss.  
City and County of San Francisco. )

HUGH FULLERTON and CHARLES A. RUGGLES, being first severally duly sworn, depose and say: That they are respectively the president and secretary of ARROWHEAD AND PURITAS WATERS INC., . . . a corporation, that they have severally read and executed the foregoing certificate of officers and know the contents thereof and that the same is true of their knowledge except as to matters therein stated upon information and belief, and as to those matters that they believe it to be true.

Hugh Fullerton  
Charles A. Ruggles

Subscribed and sworn to  
before me this 27th day  
of December, 1938.

Frank P. Owen  
NOTARY PUBLIC  
in and for the City and County of  
San Francisco, State of California

THIS AGREEMENT OF MERGER dated the 27th day of December, 1968, by and between CALIFORNIA CONSOLIDATED WATER COMPANY, a Delaware corporation, and ARROWHEAD AND PURITAS WATERS INC., a California corporation, hereinafter collectively referred to as the Constituent Corporations,

W I T N E S S E T H:

That said Constituent Corporations do hereby jointly, severally and mutually agree with one another as follows:

I. That each of said Constituent Corporations shall be and is hereby merged upon the terms and conditions herein stated into said Arrowhead and Puritas Waters Inc., one of said Constituent Corporations, as the surviving corporation on such merger, and hereinafter referred to as the Surviving Corporation.

II. That the laws of the State of California, under which Arrowhead and Puritas Waters Inc., one of the Constituent Corporations, was organized, are the laws which shall govern the merged corporations, the surviving corporation, and such merger.

III. That the manner and basis of converting the shares of said Constituent Corporations into the shares of said Surviving Corporation shall be and are hereby as follows:

(a) Each of the issued and outstanding shares of stock of California Consolidated Water Company, one of said Constituent Corporations, shall be, forthwith upon this agreement becoming effective, one issued and outstanding share of the stock of the Surviving Corporation.

(b) The subscribed for shares of stock of Arrowhead and Puritas Waters Inc., one of said Constituent Corporations, shall be, forthwith upon this agreement becoming effective, cancelled.

IV. That the articles of Arrowhead and Puritas Waters Inc., one of the Constituent Corporations, shall be the articles of the Surviving Corporation.

IN WITNESS WHEREOF, the parties to this agreement have caused these presents to be executed by their respective presidents and secretaries and by a majority of the directors of each party hereto, and the corporate seals affixed.

California Consolidated  
Water Company  
Corporate Seal  
1929  
Delaware

CALIFORNIA CONSOLIDATED WATER COMPANY

By H. L. FARRAR  
President

By B. W. LETCHER  
Secretary

H. L. FARRAR

R. W. HANNA

H. D. COLLIER

J. H. TUTTLE

A majority of the Board of Directors

Arrowhead and Puritas  
Waters Inc.  
1938  
California

ARROWHEAD AND PURITAS WATERS INC.

By HUGH FULLERTON  
President

By CHARLES A. RUGGLES  
Secretary

HUGH FULLERTON

RENATO CAPOCELLI

M. D. L. FULLER

CHARLES A. RUGGLES

A majority of the Board of Directors

STATE OF CALIFORNIA, )  
 ) ss.  
City and County of San Francisco. )

On this 27th day of December, 1938, before me, FRANK L. OWEN, a notary public in and for said city and county and state, residing therein, duly commissioned and sworn, personally appeared H. I. FARRAR and B. W. LETCHER, known to me to be the president and secretary, respectively, of CALIFORNIA CONSOLIDATED WATER COMPANY, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the city and county and state aforesaid the day and year in this certificate first above written.

FRANK L. OWEN, NOTARY PUBLIC  
City and County of  
San Francisco, Calif.  
Eureka

FRANK L. OWEN  
NOTARY PUBLIC  
in and for the City and County of  
San Francisco, State of California

My Commission Expires  
November 22, 1941

STATE OF CALIFORNIA, )  
 ) ss.  
City and County of San Francisco. )

On this 27th day of December, 1938, before me, FRANK L. OWEN, a notary public in and for said city and county and state, residing therein, duly commissioned and sworn, personally appeared HUGH FULLERTON and CHARLES A. RUGGLES, known to me to be the president and secretary, respectively, of ARROTHHEAD AND PURITAS WATERS INC., the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the city and county and state aforesaid the day and year in this certificate first above written.

FRANK L. OWEN, NOTARY PUBLIC  
City and County of  
San Francisco, Calif.  
Eureka

FRANK L. OWEN  
NOTARY PUBLIC  
In and for the City and County of  
San Francisco, State of California

My Commission Expires  
November 22, 1941

SECRETARY OF STATE, ALEX PADILLA  
The Original of This Document is in  
CALIFORNIA STATE ARCHIVES  
1020 "O" STREET  
SACRAMENTO, CA 95814

**EXHIBIT D**

**CERTIFICATE OF AMENDMENT**

**[Document Commences on Following Page]**



**State of California**  
**Secretary of State**

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

That the attached transcript of 36 page(s) is a full, true and correct copy of the original record in the custody of this office.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 24 2015

Handwritten signature of Alex Padilla in cursive script.

ALEX PADILLA  
Secretary of State

Name changed to  
Arrowhead and Puritas Waters Inc. of San Francisco

178062

FILED

In the office of the Secretary of State  
of the State of California

CERTIFICATE OF AMENDMENT OF

ARTICLES OF INCORPORATION

OF

JAN 4 - 1954

FRANK M. JORDAN, Secretary of State

ARROWHEAD AND PURITAS WATERS INC.

*Creighton*  
By Creighton  
Deputy

The undersigned, J. K. HORTON and W. E. JOHNS, do hereby certify

that they are, respectively, and have been at all times herein mentioned,  
the duly elected and acting President and Secretary of ARROWHEAD AND PURITAS  
WATERS INC., a California corporation, and further that:

1. At a meeting of the Board of Directors of said corporation  
duly held on December 28, 1953, at which meeting there was at all times  
present and acting a quorum of the members of said Board, the following  
resolutions were duly adopted:

RESOLVED: That article FIRST of the Articles of  
Incorporation of this corporation be  
amended to read as follows:

"FIRST: The name of the corporation is:

ARROWHEAD AND PURITAS WATERS INC. OF  
SAN FRANCISCO."

and be it further

RESOLVED: That the Board of Directors of this corpo-  
ration hereby adopts and approves said  
amendment of its Articles of Incorporation; and be it further

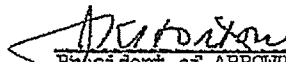
RESOLVED: That the proper officers of this corporation  
be and they hereby are authorized and directed  
to procure the adoption and approval of the foregoing amendment  
by the vote or written consent of shareholders of this corpo-  
ration holding at least a majority of the voting power, and  
thereafter to sign and verify by their oaths and to file a  
certificate in the form and manner required by Section 3672 of  
the California Corporations Code, and in general to do any and  
all things necessary to effect said amendment in accordance  
with said Section 3672.

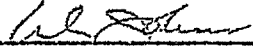
2. The number of shares of said corporation consenting to said  
amendment of its Articles of Incorporation is 25,000, and a copy of the  
form of written consent executed by the holders of said shares is attached  
hereto as "Exhibit 1".



3. The total number of shares of said corporation entitled to vote on or consent to the adoption of said amendment is 25,000.

IN WITNESS WHEREOF, the undersigned have executed this certificate of amendment this 25th day of December, 1953.

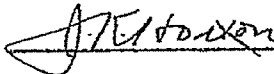

  
\_\_\_\_\_  
President of ARROWHEAD AND PURITAS WATERS INC.

  
\_\_\_\_\_  
Secretary of ARROWHEAD AND PURITAS WATERS INC.

STATE OF CALIFORNIA, )  
CITY AND COUNTY OF SAN FRANCISCO ) SS.

J. K. HORTON and W. E. JOHNS, being first duly sworn, each for himself deposes and says:

That J. K. HORTON and W. E. JOHNS are, and at all times mentioned in the foregoing certificate of amendment of Articles of Incorporation were, the President and the Secretary, respectively, of ARROWHEAD AND PURITAS WATERS INC., the California corporation mentioned therein; that each has read said certificate and the statements therein made are true of his own knowledge, and that the signatures purporting to be the signatures of said J. K. HORTON and W. E. JOHNS are the genuine signatures of said J. K. HORTON and W. E. JOHNS.

  
\_\_\_\_\_  
  
\_\_\_\_\_

Subscribed and sworn to before me  
this 29th day of December, 1953.

  
\_\_\_\_\_  
NOTARY PUBLIC

in and for the City and County of  
San Francisco, State of California.

My Commission Expires May 23, 1956.

EXHIBIT 1

WRITTEN CONSENT OF SOLE SHAREHOLDER TO  
AMENDMENT OF ARTICLES OF INCORPORATION

OF

ARROWHEAD AND PURITAS WATERS INC.

WHEREAS, at a meeting of the Board of Directors of ARROWHEAD AND PURITAS WATERS INC., a California corporation, duly held on December , 1953, at which meeting a quorum of the members of said Board was at all times present and acting, an amendment of the Articles of Incorporation of said corporation was adopted and approved by resolution of said Board amending Article FIRST of said Articles of Incorporation to read as follows:

"FIRST: The name of the corporation is  
ARROWHEAD AND PURITAS WATERS INC. OF  
SAN FRANCISCO."

NOW, THEREFORE, the undersigned, sole shareholders of said corporation and holder of at least a majority of the voting power thereof, does hereby adopt, approve and consent to the foregoing amendment of said Articles of Incorporation and does hereby consent that Article: FIRST of said Articles of Incorporation be amended to read as herein set forth.

IN WITNESS WHEREOF, the undersigned has executed this consent the \_\_\_\_\_ day of December, 1953.

PACIFIC PUBLIC SERVICE COMPANY

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

SECRETARY OF STATE, ALEX PADILLA  
The Original of This Document is in  
CALIFORNIA STATE ARCHIVES  
1020 "O" STREET  
SACRAMENTO, CA 95814

**EXHIBIT E**  
**QUITCLAIM DEED**

**[Document Commences on Following Page]**

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, the undersigned ARROWHEAD AND PURITAS WATERS INC. OF SAN FRANCISCO, a dissolved California corporation, (formerly named "Arrowhead and Puritas Waters Inc." and as successor through merger of California Consolidated Water Company, a Delaware corporation,) hereby releases and quitclaims to ARROWHEAD AND PURITAS WATERS INC., a California corporation, any right, title or interest the undersigned may have in or relating to the following described interests in real property situate in the County of San Bernardino, State of California, to-wit:

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All that part and portion of East Twin Creek having its source in the San Bernardino Mountains, particularly described as follows:

All of the water flowing and to flow or that is obtainable from those certain springs located in Strawberry Canyon and canyons lateral thereto lying north of a line drawn east and west through Sections 31 and 32, Township 2 North, Range 3 West, S. B. B. & M., coincident with the northerly line of the South half of said Section 31 and the South half of said Section 32, Township 2 North, Range 3 West, S. B. B. & M., and it may enter in and upon said springs, or any, or all of them, and develop the water therein, and may take any and all water developed or obtainable therefrom, and divert the same into a pipe line, and transport the same to the tanks and reservoirs upon Arrowhead Springs property, and may take and transport the same beyond and outside of said watershed for bottling and other useful purposes; SUBJECT, however, to the rights of the Arrowhead Springs Corporation, Ltd. to have delivered to it at the point of delivery on its said property twenty (20%) per cent of all water developed and saved from said springs,

reference being hereby made to that certain judgment made, entered and filed October 19, 1931 in the Superior Court of the State of California in and for said County of San Bernardino in the action and proceeding entitled Del Rosa Mutual Water Company, a corporation, Plaintiff, v. D. J. Carpenter et al, Defendants, No. 31798

in the records of said court, said judgment having been docketed October 20, 1931 in Book 60, at Page 200 in the records of said court.

IN WITNESS WHEREOF, the undersigned corporation has executed these presents this 12th day of November, 1958, through the undersigned, constituting all of its Directors on the date of its dissolution.

ARROWHEAD AND PURITAS WATERS  
INC. OF SAN FRANCISCO

(a dissolved corporation)

By J. J. O'Don  
Director

By R. M. Dreiman  
Director

By John R. Beckel  
Director

By Alan R. Bailey  
Director

By Richard M. Link  
Director

STATE OF CALIFORNIA }  
CITY AND COUNTY OF SAN FRANCISCO } SS.

On this 19<sup>th</sup> day of November 1958, before me, MARSH H. STANLEY  
\_\_\_\_\_, a Notary Public in and for said City, County and  
State, personally appeared J. K. HORTON, known to me to be the person  
whose name is subscribed to the within instrument, and acknowledged  
that he executed the same.

WITNESS my hand and official seal.

SEAL

Marsh H. Stanley  
Notary Public in and for said  
City, County and State.

559

STATE OF CALIFORNIA }  
CITY AND COUNTY OF SAN FRANCISCO } SS.

On this 17<sup>th</sup> day of November 1958, before me, MARSH H. STANLEY  
\_\_\_\_\_, a Notary Public in and for said City, County and  
State, personally appeared JOHN R. BECKETT, known to me to be the  
person whose name is subscribed to the within instrument, and  
acknowledged that he executed the same.

WITNESS my hand and official seal.

SEAL

Marsh H. Stanley  
Notary Public in and for said  
City, County and State.

STATE OF CALIFORNIA }  
COUNTY OF ~~SAN FRANCISCO~~ } SS.

On this 11<sup>th</sup> day of November 1958, before me, MARSH H. STANLEY  
\_\_\_\_\_, a Notary Public in and for said <sup>CITY AND</sup> County and State,  
personally appeared A. R. BAILEY, known to me to be the person  
whose name is subscribed to the within instrument, and acknowledged  
that he executed the same.

WITNESS my hand and official seal.

SEAL

Marsh H. Stanley  
Notary Public in and for said  
County and State.

My Commission Expires November 22, 1959



STATE OF CALIFORNIA }  
CITY AND COUNTY OF SAN FRANCISCO } SS.

On this 9<sup>th</sup> day of November, 1958, before me, \_\_\_\_\_  
\_\_\_\_\_, a Notary Public in and for said City,  
County and State, personally appeared R. N. DREIMAN, known to me to  
be the person whose name is subscribed to the within instrument, and  
acknowledged that he executed the same.

WITNESS my hand and official seal.

SEAL

Marie H. Stanley  
Notary Public in and for said  
City, County and State.  
My Commission Expires Nov. 22, 1958

655

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } SS.

On this 8<sup>th</sup> day of January, 1958, before me, \_\_\_\_\_  
Neil M. Gregorie, a Notary Public in and for said County and  
State, personally appeared RICHARD M. LINK, known to me to be the  
person whose name is subscribed to the within instrument, and  
acknowledged that he executed the same.

WITNESS my hand and official seal.

SEAL

Neil M. Gregorie  
Notary Public in and for said  
County and State.  
My Commission Expires Nov. 8, 1961

655

RECORDED  
REQUEST OF

Swing + Swing

JAN 16 3 33 PM '59  
BOOK 4706 PAGE 28

OFFICIAL RECORDS  
SAN JERONIMO COUNTY, CALIF.  
TED R. CARPENTER, RECORDER  
Agnes Martin, Dep.

440

**EXHIBIT F**  
**GRANT DEED**

**[Document Commences on Following Page]**

BOOK 7211 PAGE 478

596

RECORDED AT REQUEST  
*Arrowhead and Puritas Waters, Inc.*

BOOK 7211 PAGE 478  
'69 APR -9 P. 3:02

OFFICIAL RECORDS  
SAN BERNARDINO CO. CALIF.  
*Ted R. [Signature]*  
COUNTY RECORDER

520  
X.

RECORDING REQUESTED BY:

Lawler, Felix & Hall

And When Recorded Mail To:

Lawler, Felix & Hall  
605 West Olympic Boulevard  
Los Angeles, California 90015

Space above this line for  
recorder's use

No Documentary Transfer Tax Due -

Corporate Reorganization -

Revenue and Taxation Code Section 11923(d)

*B. F. Smithton*  
Agent For Grantee  
B. F. Smithton

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, ARROWHEAD AND PURITAS WATERS INC., Grantor, hereby grants to NEW ARROWHEAD, INC., a California corporation, Grantee, the following described real property in the County of San Bernardino, State of California: All real property owned by the Grantor in said County including, without limiting the generality of the foregoing, the water rights, easements, rights of way and other interests more particularly described, set forth in and affected by the following instruments:

1. Deed dated February 27, 1929, and recorded March 12, 1929, in Book 476 at Page 175 of the Official Records of said County.
2. That certain Agreement dated August 6, 1930, executed by and between Arrowhead Springs Corporation and California Consolidated Water Company, recorded August 21, 1930, in

1.

MAIL TAX STATEMENTS AS DIRECTED. *Page 4*

Book 648 at Page 122 of the Official  
Records of said County.

3. That certain Agreement dated September 26,  
1931, by and between Arrowhead Springs  
Corporation, Ltd. (formerly Arrowhead  
Springs Corporation) and California  
Consolidated Water Company, recorded  
December 3, 1934, in Book 1016, Page 303  
in the Official Records of said County.
4. Judgment made, entered and filed October 19,  
1931, in Civil Action No. 31798 in the Superior  
Court of the State of California in and for  
the County of San Bernardino, being the  
Matter of Del Rosa Mutual Water Company, a  
corporation, Plaintiff, vs. D. J. Carpenter,  
et al., Defendants, said Judgment being  
docketed October 20, 1931, in Book 60 at  
Page 200 in the records of said County.
5. Grant Deed executed by Arrowhead and Puritas  
Waters Inc., a California corporation, as  
Grantor, to American Trust Company, a  
California banking corporation, as Trustee  
of Rheem Manufacturing Company's Employees'  
Incentive Bonus Plan and Trust, as Grantee,  
dated December 24, 1953, and recorded on  
December 31, 1953 in Book 3303, Page 231,  
in the Official Records of said County.
6. Grant Deed of Easements and Water Rights  
executed by American Trust Company, a  
California banking corporation, as Trustee

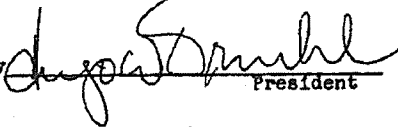
- of Rheem Manufacturing Company's Employees' Incentive Bonus Plan and Trust, as Grantor, to Arrowhead and Puritas Waters Inc., a California corporation, as ostensible Grantee, dated October 26, 1954, and recorded on November 15, 1954, in Book 3506, Page 73, in the Official Records of said County.
7. Grant Deed executed by American Trust Company, a California banking corporation, as Trustee of Rheem Manufacturing Company's Employees' Incentive Bonus Plan and Trust, as Grantor, to Arrowhead and Puritas Waters Inc., a California corporation, as Grantee, dated October 26, 1954, and recorded on February 21, 1955, in Book 3571, Page 521, in the Official Records of said County.
  8. Quitclaim Deed executed by Arrowhead and Puritas Waters Inc. of San Francisco, a dissolved California corporation (formerly named "Arrowhead and Puritas Waters Inc.") and as successor through merger of California Consolidated Water Company, a Delaware corporation, in favor of Arrowhead and Puritas Waters Inc., a California corporation, dated November 12, 1958, recorded on January 16, 1959, in Book 4706, Page 28 of the Official Records of said County.
  9. That certain Agreement to Correct Errors in Deeds Conveying Interests in Real Property Caused by Mutual Mistake of Fact, dated as

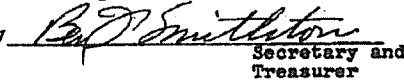
of the 31st day of August, 1959 by and between Arrowhead and Puritas Waters Inc. of San Francisco, a dissolved California corporation, American Trust Company as Trustee of the Rheem Manufacturing Company's Employees' Incentive Bonus Plan and Trust, and Arrowhead and Puritas Waters Inc., a California corporation, recorded October 26, 1959, in Book 4966, Page 36 in the Official Records of said County.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed hereto and to instrument to be executed by its President and its Secretary and Treasurer thereunto duly authorized.

DATED: March 27, 1969.

ARROWHEAD AND PURITAS WATERS INC.,  
a California corporation

By  President

By  Secretary and Treasurer

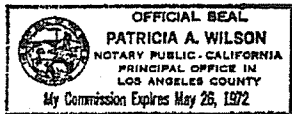
MAIL TAX STATEMENTS TO:

New Arrowhead, Inc.,  
1566 East Washington Boulevard  
P. O. Box 2293, Terminal Annex  
Los Angeles, California 90054

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

On March 27 , 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HUGO W. DRUEHL, known to me to be the President, and BEN F. SMITHTON, known to me to be the Secretary and Treasurer of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



*Patricia A. Wilson* PATRICIA A. WILSON  
Notary Public in and for said  
County and State.

**EXHIBIT G**

**CERTIFICATE OF AMENDMENT**

**[Document Commences on Following Page]**



564773

(19)

184158

FILED  
In the office of the Secretary of State  
of the State of California

MAR 31 1969

FRANK M. JORDAN, Secretary of State

By *[Signature]* Deputy

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION

Hugo W. Druehl and Ben F. Smithton certify:

1. That they are the President and Secretary, respectively, of New Arrowhead, Inc., a California corporation;
2. That at a Special Meeting of the Board of Directors of said Corporation, duly held at Los Angeles, California, on March 28, 1969, the following resolution was adopted:

RESOLVED: That Article I of the Articles of Incorporation of this Corporation be amended to read as follows:

"The name of this Corporation shall be ARROWHEAD PURITAS WATERS, INC."

3. That the sole shareholder of this Corporation has adopted said amendment by written consent; that the wording of the amended article as set forth in the shareholder's written consent is the same as that set forth in the Directors' Resolution in paragraph 2 above.

4. That the number of shares represented by said written consent is 1,000; that the total number of shares entitled to vote on or consent to the amendment is 1,000.

Each of the undersigned declare under penalty of perjury that the matters set forth in the foregoing Certificate are true and correct.

Executed at Los Angeles, California, on March 31, 1969.



*[Signature]*  
Hugo W. Druehl, President

*[Signature]*  
Ben F. Smithton, Secretary



I hereby certify that the foregoing  
transcript of 52 page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

FEB 11 2015 *Ali*

Date: \_\_\_\_\_

*Alex Padilla*

ALEX PADILLA, Secretary of State

**EXHIBIT H**

**CERTIFICATE OF OWNERSHIP AND MERGER**

**[Document Commences on Following Page]**

D234142

FILED

In the office of the Secretary of State of the State of California

BH

MAR 11 1987

*March Fong Eu*  
MARCH FONG EU, Secretary of State

State of Delaware



564773  
OUT

### Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF ARROWHEAD DRINKING WATER CO., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING ARROWHEAD PURITAS WATERS, INC. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 1987, AT 10:02 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

! ! ! ! ! ! ! ! ! !



737061019

*Michael Harkins*  
Michael Harkins, Secretary of State

1147135

AUTHENTICATION:

DATE:

03/02/1987

Certificate of Ownership and Merger

Merging

Arrowhead Puritas Waters, Inc.

Into

Arrowhead Drinking Water Co.

Pursuant to Section 253 of the General Corporation Law  
of the State of Delaware

Arrowhead Drinking Water Co. ("Arrowhead"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "General Corporation Law"), does hereby certify that:

FIRST: Arrowhead was incorporated on January 7, 1962, pursuant to the General Corporation Law and is existing under such Law.

SECOND: Arrowhead Puritas Waters, Inc. ("Arrowhead Puritas") was incorporated on March 11, 1969, pursuant to the General Corporation Law of the State of California and is existing under such Law.

THIRD: Arrowhead owns of record at least ninety percent of the outstanding shares of common stock of Arrowhead Puritas, all of which are of the same class.


FOURTH: On February 18, 1987, the Board of Directors of Arrowhead duly adopted the resolutions attached hereto as Exhibit A providing for the Merger (the "Merger") of Arrowhead

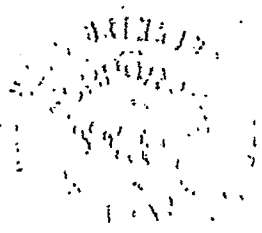
Puritas with and into Arrowhead which resolutions have not been amended or rescinded and are now in full force and effect.

IN WITNESS WHEREOF, Arrowhead has caused this certificate to be signed by A.J. Peever, its President, and attested by A.N. Alderson, its Assistant Secretary this 4 day of February, 1987.

ARROWHEAD DRINKING WATER CO.

By:   
A.J. Peever, President

ATTEST:  
By:   
A.N. Alderson, Assistant Secretary



## EXHIBIT A

WHEREAS, the Board of Directors of Arrowhead Drinking Water Co. (the "Corporation") deem it advisable that the Corporation merge Arrowhead Puritas Waters, Inc., a California corporation ("Subsidiary"), its wholly owned subsidiary, into the Corporation pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "GCL");

WHEREAS, the Corporation intends that the plan of merger be treated as a plan of liquidation for purposes of Section 337 of the Internal Revenue Code of 1986;

NOW THEREFORE BE IT RESOLVED, that pursuant to Section 253 of the GCL, Subsidiary shall merge (the "Merger") with and into the Corporation in accordance with the following Plan of Merger, which is hereby approved and adopted:

### PLAN OF MERGER

Section 1. (a) On the Effective Date of the Merger (as hereinafter defined), Subsidiary shall be merged with and into the Corporation, and the separate corporate existence of Subsidiary shall thereupon cease. The Corporation is the owner of in excess of 90% of the outstanding shares of common stock of Subsidiary. The Corporation shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"). The Corporation and Subsidiary are sometimes hereinafter collectively referred to as the "Constituent Corporations." The terms and conditions of the Merger and the mode of carrying the same into effect are set forth in this Plan of Merger.

(b) The Merger shall become effective and the corporate existence of Subsidiary shall cease at 3:30 a.m. (Delaware time) on March 1, 1987. Such date and time shall be the "Effective Date of the Merger" as such term is used in this Plan of Merger.

Section 2. (a) The Certificate of Incorporation of the Corporation as in effect immediately prior to the Effective Date of the Merger shall continue after the Effective Date of the Merger as the Certificate of Incorporation of the Surviving Corporation until amended as provided by law.

(b) The By-Laws of the Corporation as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

Section 3. (a) The Directors of the Corporation immediately prior to the Effective Date of the Merger shall

continue as the Directors of the Surviving Corporation and shall serve until their respective successors shall have been duly elected and qualified.

(b) The officers of the Corporation immediately prior to the Effective Date of the Merger shall continue as the officers of the Surviving Corporation and shall serve until their respective successors have been duly elected and qualified.

Section 4. The manner of converting the shares of Subsidiary stock issued and outstanding upon the Effective Date of the Merger into shares of the Surviving Corporation, and the manner of cancelling the shares of Subsidiary common stock issued and outstanding upon the Effective Date of the Merger shall be as follows:

(a) Each share of the Corporation's common stock issued and outstanding upon the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be deemed to represent for all corporate purposes one share of common stock of the Surviving Corporation.

(b) Each share of the Subsidiary's common stock shall, on the Effective Date of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and retired, and cease to exist, and shall not be converted into stock of the Surviving Corporation or the right to receive cash.

Section 5. At the Effective Date of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise, under the laws of Delaware, in either of the Constituent Corporations, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be



enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Section 6. If, at any time after the Effective Date of the Merger, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation the rights, properties or assets of the Constituent Corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Plan of Merger, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Plan of Merger.

Section 7. As soon as practicable after the approval of this Plan of Merger by the Board of Directors of the Corporation, the Corporation shall file a Certificate of Ownership and Merger with the Secretary of State of Delaware pursuant to Sections 103 and 253 of the GCL. As soon as practicable following such filing with the Secretary of State, the Surviving Corporation shall (a) file or cause to be filed a copy of the aforesaid Certificate of Ownership and Merger, certified by the Secretary of State of the State of Delaware, in the office of the Recorder of New Castle County in the State of Delaware, in accordance with the provisions of Sections 103 and 253 of the GCL, and (b) shall file or cause to be filed a copy of the Certificate of Ownership and Merger certified by the Secretary of State of Delaware with the Secretary of State of California pursuant to Section 1108(d) of the General Corporation Law of the State of California.

RESOLVED, that each officer of the Corporation be, and each of them hereby is, authorized and directed in the name and on behalf of the Corporation to take any and all action which they may deem necessary or advisable in order to obtain the governmental licenses, permits, approvals, consents or other authorizations necessary in connection with the Merger as they may deem necessary or advisable, and in connection therewith, to prepare, execute, certify, acknowledge, verify, deliver, file or cause to be published, applications, certificates, reports, statements, powers of attorney or other instruments, and to appoint such agents or attorneys in connection therewith as may be required by law, and to take any and all such further action as they may deem necessary or advisable in order to obtain or maintain such governmental

licenses, permits, approvals, consents or other authorizations.

RESOLVED, that each officer of the Corporation be, and each of them hereby is, authorized and directed to take all actions and to execute all documents as such authorized officers may deem appropriate to effectuate the foregoing resolutions and to carry out the purposes thereof, the taking of any such action and the execution of any such document conclusively to evidence the due authorization thereof by the Corporation.

TJO/164/D.9/02:19:87



I hereby certify that the foregoing transcript of 52 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

FEB 11 2015 *AP*

Date: \_\_\_\_\_

*Alex Padilla*

ALEX PADILLA, Secretary of State

**EXHIBIT I**

**CERTIFICATE OF OWNERSHIP AND MERGER**

**[Document Commences on Following Page]**

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ARROWHEAD DRINKING WATER CO.", A DELAWARE CORPORATION, WITH AND INTO "BCI ARROWHEAD DRINKING WATER CO." UNDER THE NAME OF "BCI ARROWHEAD DRINKING WATER CO.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF FEBRUARY, A.D. 1987, AT 10:06 O'CLOCK A.M.

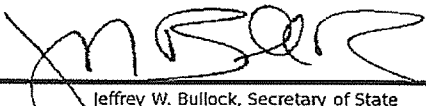
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF MARCH, A.D. 1987.

2086191 8100M

150324145



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2176166

DATE: 03-06-15

877058014

Certificate of Ownership and Merger

Merging

Arrowhead Drinking Water Co.

Into

BCI Arrowhead Drinking Water Co.

FILED

10:06

FEB 28 1987

AM

  
SECRETARY OF STATE

Pursuant to Section 253 of the General Corporation Law  
of the State of Delaware

BCI Arrowhead Drinking Water Co. ("BCI"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "General Corporation Law"), does hereby certify that:

FIRST: BCI was incorporated on March 19, 1986, pursuant to the General Corporation Law and is existing under such Law.

SECOND: Arrowhead Drinking Water Co. ("Arrowhead") was incorporated on January 7, 1982 pursuant to the General Corporation Law and is existing under such Law.

THIRD: BCI owns of record at least ninety percent of the outstanding shares of common stock of Arrowhead, all of which are of the same class.

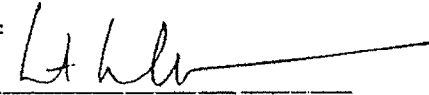
FOURTH: On February 18, 1987, the Board of Directors of BCI duly adopted the resolutions attached hereto as Exhibit A providing for the Merger (the "Merger") of Arrowhead with and into

BCI which resolutions have not been amended or rescinded and are now in full force and effect.

IN WITNESS WHEREOF, BCI has caused this certificate to be signed by A.J. Peever, its President, and attested by A.N. Alderson, its Assistant Secretary this 24 day of February, 1987.

BCI ARROWHEAD DRINKING WATER CO.

By:   
A.J. Peever, President

ATTEST:  
By:   
A.N. Alderson, Assistant Secretary

## EXHIBIT A

WHEREAS, the Board of Directors of BCI Arrowhead Drinking Water Co. (the "Corporation") deem it advisable that the Corporation merge Arrowhead Drinking Water Co., a Delaware corporation ("Subsidiary"), its wholly owned subsidiary, into the Corporation pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "GCL");

WHEREAS, the Corporation intends that the plan of merger be treated as a plan of liquidation for purposes of Section 337 of the Internal Revenue Code of 1986;

NOW THEREFORE BE IT RESOLVED, that pursuant to Section 253 of the GCL, Subsidiary shall merge (the "Merger") with and into the Corporation in accordance with the following Plan of Merger, which is hereby approved and adopted:

### PLAN OF MERGER

Section 1. (a) On the Effective Date of the Merger (as hereinafter defined), Subsidiary shall be merged with and into the Corporation, and the separate corporate existence of Subsidiary shall thereupon cease. The Corporation is the owner of in excess of 90% of the outstanding shares of common stock of Subsidiary. The Corporation shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"). The Corporation and Subsidiary are sometimes hereinafter collectively referred to as the "Constituent Corporations." The terms and conditions of the Merger and the mode of carrying the same into effect are set forth in this Plan of Merger.

(b) The Merger shall become effective and the corporate existence of Subsidiary shall cease at 4:00 a.m. (Delaware time) on March 1, 1987. Such date and time shall be the "Effective Date of the Merger" as such term is used in this Plan of Merger.

Section 2. (a) The Certificate of Incorporation of the Corporation as in effect immediately prior to the Effective Date of the Merger shall continue after the Effective Date of the Merger as the Certificate of Incorporation of the Surviving Corporation until amended as provided by law.

(b) The By-Laws of the Corporation as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the By-Laws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

Section 3. (a) The Directors of the Corporation immediately prior to the Effective Date of the Merger shall



continue as the Directors of the Surviving Corporation and shall serve until their respective successors shall have been duly elected and qualified.

(b) The officers of the Corporation immediately prior to the Effective Date of the Merger shall continue as the officers of the Surviving Corporation and shall serve until their respective successors have been duly elected and qualified.

Section 4. The manner of converting the shares of Subsidiary stock issued and outstanding upon the Effective Date of the Merger into shares of the Surviving Corporation, and the manner of cancelling the shares of Subsidiary common stock issued and outstanding upon the Effective Date of the Merger shall be as follows:

(a) Each share of the Corporation's common stock issued and outstanding upon the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be deemed to represent for all corporate purposes one share of common stock of the Surviving Corporation.

(b) Each share of the Subsidiary's common stock shall, on the Effective Date of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and retired, and cease to exist, and shall not be converted into stock of the Surviving Corporation or the right to receive cash.

Section 5. At the Effective Date of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise, under the laws of Delaware, in either of the Constituent Corporations, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be

enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Section 6. If, at any time after the Effective Date of the Merger, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation the rights, properties or assets of the Constituent Corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Plan of Merger, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Plan of Merger.

Section 7. As soon as practicable after the approval of this Plan of Merger by the Board of Directors of the Corporation, the Corporation shall file a Certificate of Ownership and Merger with the Secretary of State of Delaware pursuant to Sections 103 and 253 of the GCL. As soon as practicable following such filing with the Secretary of State, the Surviving Corporation shall file or cause to be filed a copy of the aforesaid Certificate of Ownership and Merger, certified by the Secretary of State of the State of Delaware, in the office of the Recorder of New Castle County in the State of Delaware, in accordance with the provisions of Sections 103 and 253 of the GCL.

RESOLVED, that each officer of the Corporation be, and each of them hereby is, authorized and directed in the name and on behalf of the Corporation to take any and all action which they may deem necessary or advisable in order to obtain the governmental licenses, permits, approvals, consents or other authorizations necessary in connection with the Merger as they may deem necessary or advisable, and in connection therewith, to prepare, execute, certify, acknowledge, verify, deliver, file or cause to be published, applications, certificates, reports, statements, powers of attorney or other instruments, and to appoint such agents or attorneys in connection therewith as may be required by law, and to take any and all such further action as they may deem necessary or advisable in order to obtain or maintain such governmental licenses, permits, approvals, consents or other authorizations.

RESOLVED, that each officer of the Corporation be, and each of them hereby is, authorized and directed to take all actions and to execute all documents as such authorized officers may deem appropriate to effectuate the foregoing resolutions and to carry out the purposes thereof, the taking of any such action and the execution of any such document conclusively to evidence the due authorization thereof by the Corporation.

TJO/167/D9/02:19:87

Certificate of Ownership of the "BCI ARROWHEAD DRINKING WATER CO.",  
a corporation organized and existing under the laws of the State of Delaware,  
merging "ARROWHEAD DRINKING WATER CO.",  
a corporation organized and existing under the laws of the State of Delaware,  
pursuant to Section 253 of the General Corporation Law of the State of Delaware,  
as received and filed in this office the twenty-sixth day of February,  
A.D. 1987, at 10:06 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation shall  
be governed by the laws of the State of Delaware.

**EXHIBIT J**  
**CERTIFICATE OF MERGER**

**[Document Commences on Following Page]**

# Delaware

PAGE 1

*The First State*

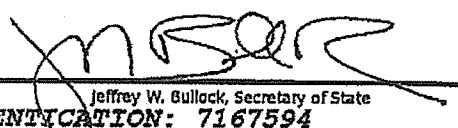
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER OF "BCI ARROWHEAD DRINKING WATER CO.", CHANGING ITS NAME FROM "BCI ARROWHEAD DRINKING WATER CO." TO "ARROWHEAD WATER CORP.", FILED IN THIS OFFICE ON THE SIXTH DAY OF AUGUST, A.D. 1987, AT 9 O'CLOCK A.M.

2086191 8100

090237863

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7167594

DATE: 03-04-09

877218058

CERTIFICATE OF MERGER  
OF  
AH ACQUISITION CORP.  
INTO  
BCI ARROWHEAD DRINKING WATER CO.

*Qam*  
**FILED**  
AUG 6 1987  
*[Signature]*  
NOTARY PUBLIC

\* \* \* \* \*

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
AH ACQUISITION CORP.	Delaware
BCI ARROWHEAD DRINKING WATER CO.	Delaware

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of section 251 of

the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is BCI ARROWHEAD DRINKING WATER CO., which shall herewith be changed to ARROWHEAD WATER CORP.

FOURTH: That the only amendment or change in the Certificate of Incorporation of BCI ARROWHEAD DRINKING WATER CO., the surviving corporation, which is to be effected by the merger is as follows:

Paragraph FIRST is amended to read:

"The name of the Corporation is ARROWHEAD WATER CORP."

FIFTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 777 West Putnam Avenue, Greenwich, Connecticut 06830.

SIXTH: That a copy of the agreement of merger will be furnished by the surviving corporation, on request and without



cost to any stockholder of any constituent corporation.

DATED: July 29, 1987

BCI ARROWHEAD DRINKING WATER CO.

By: 

\_\_\_\_\_  
Dennis J. Crumbine,  
Vice President

ATTEST:

  
\_\_\_\_\_  
Stanley Schwartz,  
Assistant Secretary

Certificate of Merger of the "AH ACQUISITION CORP."

merging with and into the "BCI ARROWHEAD DRINKING WATER CO."

under the name of "ARROWHEAD WATER CORP."

as received and filed in this office the sixth day of August

A.D. 1987 , at 9 o'clock A.M.

**EXHIBIT K**  
**AGREEMENT OF MERGER**

**[Document Commences on Following Page]**

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "DEER PARK SPRING WATER INCORPORATED", CHANGING ITS NAME FROM "DEER PARK SPRING WATER INCORPORATED" TO "GREAT SPRING WATERS OF AMERICA, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF DECEMBER, A.D. 1993, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1993.

2110036 8100

090237873

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7167600

DATE: 03-04-09

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 10:00 AM 12/14/1993  
723348097 - 2110036

**AGREEMENT OF MERGER**

**MERGING**

**ARROWHEAD WATER CORP., CALISTOGA MINERAL WATER COMPANY, INC.**

**GREAT WATERS OF FRANCE, INC., LOWER RANGE POND CORPORATION,**

**POLAND SPRING CORPORATION and ZEPHYRHILLS CORP. into**

**DEER PARK SPRING WATER INCORPORATED**

**1. Preamble.**

1.1. Nature of Agreement. This is an Agreement of Merger by and among DEER PARK SPRING WATER INCORPORATED ("Deer Park" or the "Surviving Corporation"), ARROWHEAD WATER CORP. ("Arrowhead"), CALISTOGA MINERAL WATER COMPANY, INC. ("Calistoga"), GREAT WATERS OF FRANCE INC. ("Great Waters"), LOWER RANGE POND CORPORATION ("Lower Range"), POLAND SPRING CORPORATION ("Poland"), and ZEPHYRHILLS CORP. ("Zephyrhills") made and executed pursuant to Section 252 of the General Corporation Law of Delaware.

**1.2. The Parties.**

1.2.1. Deer Park is a Delaware corporation incorporated pursuant to a Certificate of Incorporation filed with the Secretary of State on December 8, 1986, which Certificate of Incorporation has been amended from time to time. The registered office of Deer Park is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware. The registered agent at that address is The Corporation Trust Company.

1.2.2. Arrowhead is a Delaware corporation incorporated pursuant to a Certificate of Incorporation filed with the Secretary of State on March 19, 1986, which Certificate of Incorporation has been amended from time to time. The registered office of Arrowhead is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware. The registered agent at that address is The Corporation Trust Company.

1.2.3. Calistoga is a California corporation incorporated pursuant to a Certificate of Incorporation filed with the Secretary of State on January 3, 1978. The registered office of Calistoga is 818 W. Seventh Street, in the City of Los Angeles, County of Los Angeles, State of California. The registered agent at that address is the CT Corporation System.

- 2 -

1.2.4. Great Waters is a Delaware corporation incorporated pursuant to a Certificate of Incorporation filed with the Secretary of State on June 17, 1976, which Certificate of Incorporation has been amended from time to time. The registered office of Great Waters is 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware. The registered agent at that address is The Corporation Trust Company.

1.2.5. Lower Range is a Maine corporation incorporated pursuant to a Certificate of Incorporation filed with the Secretary of State on August 1, 1979, which Certificate of Incorporation has been amended from time to time. The registered office of the clerk of Lower Range is One Monument Square, Portland, Maine 04101. The registered clerk at that address is David J. Champoux.

1.2.6. Poland is a Delaware corporation incorporated pursuant to a Certificate of Incorporation filed with the Secretary of State on September 15, 1980, which Certificate of Incorporation has been amended from time to time. The registered office of Poland Spring is 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware. The registered agent at that address is The Corporation Trust Company.

1.2.7. Zephyrhills is a Delaware corporation incorporated pursuant to a Certificate of Incorporation filed with the Secretary of State on December 12, 1986, which Certificate of Incorporation has been amended from time to time. The registered office of Zephyrhills is 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware. The registered agent at that address is The Corporation Trust Company.

2. Agreement of Merger. Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills shall be merged into Deer Park subject to the terms and conditions of this Agreement.

3. Terms and Conditions of Merger;  
Mode of Carrying it into Effect.

3.1. Effective Date. The merger shall become effective at 12:00 midnight on December 31, 1993 ("Effective Date of Merger").

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3.2. Effect of Merger. Except as otherwise specifically provided below, the Identity, existence, purposes, powers, franchises, rights and immunities of Deer Park shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills shall be merged into Deer Park, and Deer Park shall be fully vested therewith. The separate corporate existence of Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills, except insofar as the same may be continued by statute, shall cease upon the effective date of the merger.

3.3. Certificate of Incorporation. The Certificate of Incorporation of Deer Park shall remain and be the Certificate of Incorporation of the Surviving Corporation except the name shall be changed to Great Spring Waters of America, Inc.

3.4. By-Laws. The By-Laws of Deer Park shall remain and be the By-Laws of the Surviving Corporation until the same shall be altered or amended according to the provisions thereof.

3.5. Transfer of Rights, Etc. Upon the effective date of the merger, all rights, privileges, powers, franchises and interests of Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills, both of a public and private nature, all of the property, real, personal and mixed, all debts due on whatever account to Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills, all things in action or belonging to each or any of them and all and every other interest shall be taken and deemed to be transferred to and vested and shall vest in the Surviving Corporation, without further act or deed, as effectively as they were vested in Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills, and all claims, demands, property and every other interest shall be effectively the property of the Surviving Corporation as they were of Arrowhead, Calistoga, Great Waters of France, Lower Range, Poland and Zephyrhills, the title to any real estate, vested in Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills, by deed or otherwise, shall not revert or be in any way impaired by reason of the merger; all rights of creditors and all liens upon the property of Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills, shall be preserved, unimpaired and all debts, liabilities, restrictions and duties of each or any of them shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if they had been incurred or contracted by it.

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3.6. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or as a result of the merger provided for this Agreement of Merger, the Surviving Corporation is appointed the due and lawful attorney of Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills, in their respective names to execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement of Merger, and the proper officers and directors of Deer Park are fully authorized in the name of Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills, to take any and all such action.

4. Name of Surviving Corporation. The name of the Surviving Corporation is Deer Park Spring Water Incorporated. which and shall be changed to Great Spring Waters of America, Inc., a Delaware corporation.

5. Directors, Officers and Capitalization of Surviving Corporation.

The directors, officers and capitalization of the Surviving Corporation shall not be affected, altered or changed by virtue of the merger.

6. Manner of Converting Stock of Arrowhead Water Corp., Calistoga Mineral Water Company, Inc., Great Waters of France, Inc., Lower Range Pond Corporation, Poland Spring Corporation and Zephyrhills Corp., into Stock of the Surviving Corporation.

All shares of capital stock of Arrowhead, Calistoga, Great Waters, Lower Range, Poland and Zephyrhills, shall be marked "canceled" as of the effective date of the merger, and thereafter, they shall be deemed to have no force or effect. The shares of the Surviving Corporation shall remain unchanged. All shares of the capital stock of the Surviving Corporation issued and outstanding after the effective date of the merger shall be and remain fully paid and non-assessable, and shall be deemed fully issued as the capital stock of the Surviving Corporation without further attention on the part of the Surviving Corporation or its shareholders.

7. Amendment of Charter. The Surviving Corporation shall have the right to amend, alter or repeal any provision contained in this Agreement of Merger which might be con-



tained in an original or amended certificate of incorporation, in the manner now or hereafter prescribed by the statutes of the State of Delaware, and all rights conferred on shareholders by this Agreement are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned corporations, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and that fact having been certified on said Agreement of Merger by the Secretary of each corporation have caused these presents to be signed by their respective President and attested by their respective Secretary as the respective act, deed and agreement of each said corporation on this 6 day of December, 1993.

ATTEST:

*J. M. Egan*  
Secy.

DEER PARK SPRING WATER, INCORPORATED

By: *[Signature]*  
President

ATTEST:

*J. M. Egan*  
ASST. Secy.

ARROWHEAD WATER CORP.

By: *[Signature]*  
President

ATTEST:

*J. M. Egan*  
ASST. Secy.

CALISTOGA MINERAL WATER COMPANY, INC.

By: *[Signature]*  
President

ATTEST:

*J. M. Egan*  
ASST. Secy.

GREAT WATERS OF FRANCE, INC.

By: *[Signature]*  
President

ATTEST:

*J. M. Egan*  
Secy.

LOWER RANGE POND CORPORATION

By: *[Signature]*  
President

ATTEST:

*J. M. Egan*  
ASST. Secy.

POLAND SPRING CORPORATION

By: *[Signature]*  
President

ATTEST:

*J. M. Egan*  
ASST. Secy.

ZEPHYRHILLS CORP.

By: *[Signature]*  
President

CERTIFICATE OF THE SECRETARY  
OF  
DEER PARK SPRING WATER INCORPORATED

I, J. MARK EVANS, the Secretary of Deer Park Spring Water Incorporated, a corporation organized and existing under the Laws of the State of Delaware certify that the Agreement of Merger to which this certificate is attached, after having been first adopted by unanimous consent of the Board of Directors and duly signed on behalf of the Corporation by the President and Secretary and by the President and Secretary or Assistant Secretary on behalf of Arrowhead Water Corp., Great Waters of France, Inc., Lower Range Pond Corporation, Calistoga Mineral Water Company, Inc., Poland Spring Corporation and Zephyrhills Corp., was duly approved and adopted pursuant to Section 228 of the General Corporation Law of Delaware by unanimous consent of the stockholders holding all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of Deer Park Spring Water Incorporated and the duly adopted agreement and act of said corporation.

WITNESS my hand this 9th day of December, 1993.

  
\_\_\_\_\_  
J. MARK EVANS, Secretary

CERTIFICATE OF THE SECRETARY  
OF  
LOWER RANGE POND CORPORATION

I, J. MARK EVANS, the Secretary of Lower Range Pond Corporation, a corporation organized and existing under the Laws of the State of Maine certify that the Agreement of Merger to which this certificate is attached, after having been first adopted by unanimous consent of the Board of Directors and duly signed on behalf of the Corporation by the President and Secretary and by the President and Secretary or Assistant Secretary on behalf of Arrowhead Water Corp., Great Waters of France, Inc., Deer Park Spring Water Incorporated, Calistoga Mineral Water Company, Inc., Poland Spring Corporation and Zephyrhills Corp., was duly approved and adopted pursuant to Section 902 of the Business Corporation Act of Maine by unanimous consent of the stockholders holding all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of Lower Range Pond Corporation and the duly adopted agreement and act of said corporation.

WITNESS my hand this 9th day of December, 1993.

  
\_\_\_\_\_  
J. MARK EVANS, Secretary

CERTIFICATE OF THE SECRETARY  
OF  
POLAND SPRING CORPORATION

I, J. MARK EVANS, the Assistant Secretary of Poland Spring Corporation, a corporation organized and existing under the Laws of the State of Delaware certify that the Agreement of Merger to which this certificate is attached, after having been first adopted by unanimous consent of the Board of Directors and duly signed on behalf of the Corporation by the President and Assistant Secretary and by the President and Secretary or Assistant Secretary on behalf of Arrowhead Water Corp., Great Waters of France, Inc., Lower Range Pond Corporation, Calistoga Mineral Water Company, Inc., Deer Park Spring Water Incorporated, and Zephyrhills Corp., was duly approved and adopted pursuant to Section 228 of the General Corporation Law of Delaware by unanimous consent of the stockholders holding all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of Poland Spring Corporation and the duly adopted agreement and act of said corporation.


WITNESS my hand this 9th day of December, 1993.

  
\_\_\_\_\_  
J. MARK EVANS, Assistant Secretary

CERTIFICATE OF THE SECRETARY  
OF  
ZEPHYRHILLS CORP.

I, J. MARK EVANS, the Assistant Secretary of Zephyrhills Corp., a corporation organized and existing under the Laws of the State of Delaware certify that the Agreement of Merger to which this certificate is attached, after having been first adopted by unanimous consent of the Board of Directors and duly signed on behalf of the Corporation by the President and Assistant Secretary and by the President and Secretary or Assistant Secretary on behalf of Arrowhead Water Corp., Great Waters of France, Inc., Lower Range Pond Corporation, Calistoga Mineral Water Company, Inc., Poland Spring Corporation and Deer Park Spring Water Incorporated, was duly approved and adopted pursuant to Section 228 of the General Corporation Law of Delaware by unanimous consent of the stockholders holding all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of Zephyrhills Corp., and the duly adopted agreement and act of said corporation.

WITNESS my hand this 9th day of December, 1993.

  
\_\_\_\_\_  
J. MARK EVANS, Assistant Secretary

CERTIFICATE OF THE SECRETARY  
OF  
GREAT WATERS OF FRANCE, INC.

I, J. MARK EVANS, the Assistant Secretary of Great Waters of France, Inc., a corporation organized and existing under the Laws of the State of Delaware certify that the Agreement of Merger to which this certificate is attached, after having been first adopted by unanimous consent of the Board of Directors and duly signed on behalf of the Corporation by the President and Assistant Secretary and on behalf of the President and Secretary or Assistant Secretary of Arrowhead Water Corp., Great Waters of France, Inc., Lower Range Pond Corporation, Calistoga Mineral Water Company, Inc., Poland Spring Corporation and Zephyrhills Corp., was duly approved and adopted pursuant to Section 228 of the General Corporation Law of Delaware by unanimous consent of the stockholders holding all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of Great Waters of France, Inc., and the duly adopted agreement and act of said corporation.


WITNESS my hand this 9th day of December, 1993.

  
\_\_\_\_\_  
J. MARK EVANS, Assistant Secretary

CERTIFICATE OF THE SECRETARY  
OF  
CALISTOGA MINERAL WATER COMPANY, INC.

I, J. MARK EVANS, the Assistant Secretary of Calistoga Mineral Water Company, Inc., a corporation organized and existing under the Laws of the State of California certify that the Agreement of Merger to which this certificate is attached, after having been first adopted by unanimous consent of the Board of Directors and duly signed on behalf of the Corporation by the President and Assistant Secretary and by the President and Secretary or Assistant Secretary on behalf of Arrowhead Water Corp., Great Waters of France, Inc., Lower Range Pond Corporation, Deer Park Spring Water Incorporated, Poland Spring Corporation and Zephyrhills Corp., was duly approved and adopted pursuant to Section 1201 of the General Corporation Law of California by unanimous consent of the stockholders holding all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of Calistoga Mineral Water Company, Inc. and the duly adopted agreement and act of said corporation.

WITNESS my hand this 9th day of December, 1993.

  
\_\_\_\_\_  
J. MARK EVANS, Assistant Secretary

CERTIFICATE OF THE SECRETARY  
OF  
ARROWHEAD WATER CORP.

I, J. MARK EVANS, the Assistant Secretary of Arrowhead Water Corp., a corporation organized and existing under the Laws of the State of Delaware certify that the Agreement of Merger to which this certificate is attached, after having been first adopted by unanimous consent of the Board of Directors and duly signed on behalf of the Corporation by the President and Assistant Secretary and by the President and Secretary or Assistant Secretary on behalf of Deer Park Spring Water Incorporated, Great Waters of France, Inc., Lower Range Pond Corporation, Calistoga Mineral Water Company, Inc., Poland Spring Corporation and Zephyrhills Corp., was duly approved and adopted pursuant to Section 228 of the General Corporation Law of Delaware by unanimous consent of the stockholders holding all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of Arrowhead Water Corp. and the duly adopted agreement and act of said corporation.

WITNESS my hand this 9th day of December, 1993.

  
\_\_\_\_\_  
J. MARK EVANS, Assistant Secretary



**EXHIBIT L**

**CERTIFICATE OF AMENDMENT**

**[Document Commences on Following Page]**

# Delaware

PAGE 1

*The First State*

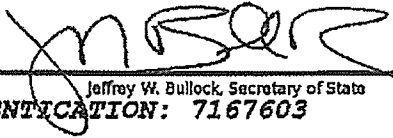
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GREAT SPRING WATERS OF AMERICA, INC.", CHANGING ITS NAME FROM "GREAT SPRING WATERS OF AMERICA, INC." TO "NESTLE WATERS NORTH AMERICA INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF MAY, A.D. 2002, AT 8:30 O'CLOCK A.M.

2110036 8100

090237881

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7167603

DATE: 03-04-09

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
GREAT SPRING WATERS OF AMERICA, INC.**  
Pursuant to Section 242 of the Delaware General Corporation Law

The undersigned corporation, in order to amend its Certificate of Incorporation, hereby certifies that :

1. The name of the corporation is Great Spring Waters of America, Inc.
2. The board of directors and shareholders of the corporation have unanimously approved the amendment of the certificate of incorporation to change of the name of the corporation to Nestle Waters North America Inc.
3. There are no other changes to the certificate of incorporation.

In Witness Whereof, the corporation has caused this certificate to be executed under its corporate seal this 25<sup>th</sup> day of April, 2002

April 25, 2002

Great Spring Waters of America, Inc.

  
\_\_\_\_\_  
J. Mark Evans Vice President

Attest

  
\_\_\_\_\_  
David G. Hassi Asst. Secretary

STATE OF CONNECTICUT,  
COUNTY OF FAIRFIELD-

On the 25th day of April 2002, before me personally came J. Mark Evans, to me known, who, being by me duly sworn, did depose and say that he resides at Old Greenwich, CT that he is the Vice President of Great Spring Waters of America, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order

