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**MERGER OR SHARE EXCHANGE**  
**MILK PRODUCTS HOLDINGS (NORTH AMERICA) INC.**

Certificate of Status	0
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## COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: Milk Products Holdings (North America) Inc.  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Nicole Christiansen

(Contact Person)

Fonterra (USA) Inc.

(Firm/Company)

9525 W. Bryn Mawr Avenue, Suite 700

(Address)

Rosemont IL 60018

(City/State and Zip Code)

For further information concerning this matter, please call:

Nicole Christiansen

(Name of Contact Person)

At ( 847 ) 928-1707

(Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

## **ARTICLES OF MERGER**

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Milk Products Holdings (North America) Inc.	Delaware	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Fonterra Brands (Americas), Inc.	Florida	K83926

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR, \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on July 23, 2012

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on July 23, 2012

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

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 CLERK OF DISTRICT COURT  
 14th DISTRICT  
 MIAMI, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATIONName of CorporationSignature of an Officer or  
DirectorTyped or Printed Name of Individual & TitleMilk Products Holdings  
(North America) Inc.

Gigi Vita - President

Fonterra Brands (Americas), Inc.



Gigi Vita - President

### **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of July 23, 2012, is by and between Fonterra Brands (Americas), Inc., a Florida corporation ("Fonterra Brands"), and Milk Products Holdings (North America) Inc., a Delaware corporation ("MPH").

**WHEREAS**, Fonterra Brands owns 100% of the outstanding capital stock of MPH;

**WHEREAS**, Fonterra Brands desires to merge with and into MPH, with MPH continuing as the surviving entity (the "Merger");

**WHEREAS**, Fonterra Brands and MPH intend for the Merger to qualify as a tax-free reorganization pursuant to Section 368(a)(1)(a) of the Internal Revenue Code of 1986, as amended.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties agree as follows:

1. **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, Fonterra Brands shall be merged with and into MPH at the Effective Time (as hereinafter defined). Following the Merger, the separate corporate existence of Fonterra Brands shall cease and MPH shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of Fonterra Brands.

2. **Effective Time.** The Merger shall become effective when a duly executed Certificate of Ownership and Merger (the "Certificate") is filed with the Secretary of State of the State of Delaware. When used in this Agreement, the term "Effective Time" shall mean the date and time at which the Certificate is accepted for recording or such later time established by the Certificate.

3. **Effects of the Merger.** At the Effective Time, each share of common stock of MPH, par value \$1.00 per share, and each share of Redeemable Convertible Preferred Stock, Series B of MPH, par value \$1.00 per share, issued and outstanding immediately prior to the Effective Time shall be cancelled, and each share of common stock of Fonterra Brands, no par value, shall be converted into and become one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation, par value \$1.00 per share.

4. **Certificate of Incorporation; By-laws; Directors and Officers.** At the Effective Time, the Certificate of Incorporation of MPH, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation. At the Effective Time, the by-laws of the Company, as in effect immediately prior to the Effective Time, shall be the by-laws of the Surviving Corporation. The directors and officers of MPH immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers of the Surviving Corporation, in each case until their respective successors shall have been duly elected or appointed and qualified, or until their earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation and bylaws and applicable laws.

5. **Termination.** At any time prior to the Effective Time, either party hereto may terminate this Agreement by providing written notice of such termination to the other party hereto.

6. **General Provisions.**

(a) **Further Action.** Each of the parties hereto shall do, or cause to be done, all things necessary, proper or advisable under applicable law to carry out the provisions of this Agreement and shall execute and deliver such other documents and instruments as may be required to carry out the provisions of this Agreement.

(b) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that the parties need not sign the same counterpart.

(d) **Partial Validity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

(e) **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws (as opposed to the conflicts of law provisions) of the State of Delaware.

(f) **Entire Agreement.** This Agreement contains the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes any other prior written or oral understandings or agreements among them with respect thereto.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the day and year first above written.

FONTERRA BRANDS (AMERICAS), INC.

By: 

Name: Gigi Vita  
Title: President

MILK PRODUCTS HOLDINGS (NORTH AMERICA) INC.

By: 

Name: Gigi Vita  
Title: President