

Division of Corporations

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Florida Department of State
Division of Corporations
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 DEPARTMENT OF STATE
 DIVISION OF CORPORATIONS
 TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
CRC HOLDINGS, INC.

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Corporate Filing Menu

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 OCT 23 2013

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CRC Holdings, 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:

Contact Person

Firm/Company

Address

City/State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Name of Contact Person

At (_____) _____
Area Code & Daytime Telephone Number

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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)
CRC Holdings, Inc.	Florida	M62142

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Argosy Gaming Company	Delaware	

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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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 October 22, 2013.

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

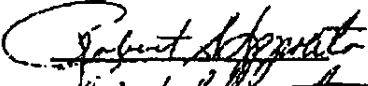
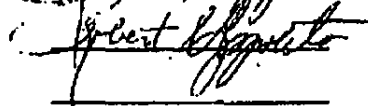
Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on October 22, 2013.

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)

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
CRC Holdings, Inc.		Robert S. Ippolito, Secretary and Treasurer
Argosy Gaming Company		Robert S. Ippolito, Secretary and Treasurer

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

CRC Holdings, Inc.

Florida

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Argosy Gaming Company

Delaware

Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Agreement and Plan of Merger.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

OF

**ARGOSY GAMING COMPANY
(A DELAWARE CORPORATION)**

INTO

**CRC HOLDINGS, INC.
(A FLORIDA CORPORATION)**

THIS AGREEMENT AND PLAN OF MERGER, dated October 22, 2013 (this "**Agreement**"), is made by and between Argosy Gaming Company, a Delaware corporation ("**Argosy**"), and CRC Holdings, Inc., a Florida corporation ("**CRC**").

WHEREAS, Argosy and CRC desire to enter into this Agreement pursuant to which Argosy will be merged with and into CRC, with CRC surviving such merger (the "**Merger**");

WHEREAS, the parties hereto intend that the Merger is treated a tax-free transaction for U.S. federal income tax purposes;

WHEREAS, on October 22, 2013, the board of directors and sole stockholder of Argosy (i) determined that it is in the best interests of Argosy, and declared it advisable, to enter into this Agreement; and (ii) approved and adopted this Agreement and approved the execution, delivery and performance by Argosy of this Agreement and the consummation of the Merger; and

WHEREAS, on October 22, 2013, the board of directors and sole stockholder of CRC (i) determined that it is in the best interests of CRC, and declared it advisable, to enter into this Agreement; and (ii) approved and adopted this Agreement, recommended to its sole shareholder that it approve this Agreement and approved the execution, delivery and performance by CRC of this Agreement and the consummation of the Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

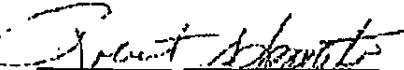
1. **Constituent Entities.** Argosy and CRC shall be parties to the Merger.
2. **Merger.**
 - a. Upon the terms of this Agreement, and in accordance with the General Corporation Law of the State of Delaware (the "**DGCL**") and the Florida Business Corporation Act (the "**FBCA**"), at the Effective Time (as defined below), Argosy shall be merged with and into CRC. As a result of the Merger, the separate corporate existence of Argosy shall cease, all of the outstanding capital stock of Argosy shall be cancelled, and CRC shall continue as the surviving entity of the Merger (the "**Surviving Entity**").
 - b. The Merger shall be effective on October 22, 2013 at 11:00 a.m. following the filing of Articles of Merger with the Department of State of the State of Florida and a Certificate of Merger with the Secretary of State of the State of Delaware (the "**Effective Time**").

- c. At the Effective Time, the Merger shall have the effects specified in Sections 259(a) and 261 of the DGCL and Section 607.11101 of the FBCA.
3. **Articles of Incorporation.** The Articles of Incorporation of CRC as in effect immediately before the Effective Time shall be the Articles of Incorporation of the Surviving Entity at the Effective Time until thereafter amended as provided by the FBCA and such Articles of Incorporation. This Agreement shall in no other way amend the Articles of Incorporation of CRC as in effect immediately prior to the Effective Time.
 4. **Bylaws.** The Bylaws of CRC as in effect immediately before the Effective Time shall be the Bylaws of the Surviving Entity at the Effective Time until thereafter amended as provided by the FBCA and such Bylaws.
 5. **Treatment of Capital Stock.** At the Effective Time, by virtue of the Merger and without any action on the part of Argosy, CRC or any other person, all of the shares of capital stock of Argosy, and all rights in respect thereof, shall be cancelled and extinguished for no consideration; and each share of capital stock of CRC issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding shares of capital stock in the Surviving Entity at the Effective Time and shall not be converted, exchanged or modified in any manner.
 6. **Tax Treatment of Merger.** The merger of CRC and Argosy is intended to be treated as a tax-free transaction for U.S. federal income tax purposes.
 7. **Abandonment.** Notwithstanding the approval of this Agreement, the Merger may be abandoned at any time prior to the Effective Time in the event that the board of directors of CRC or Argosy elects to abandon this Merger.
 8. **Assignment and Binding Effect.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto. The respective rights and obligations under this Agreement shall be binding upon and inure to the benefit of each party, and their respective successors and permitted assigns.
 9. **Governing Law.** This Agreement shall be governed as to its validity, interpretation and effect by the laws of the State of Florida notwithstanding conflict or choice of laws principles of Florida or any other jurisdiction.
 10. **Captions.** All captions and headings used herein are for convenient reference only and do not form part of this Agreement.
 11. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. Facsimile or other electronically scanned and transmitted signatures, including by e-mail attachment, shall be deemed originals for all purposes of this Agreement.

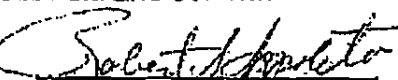
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered by an authorized officer or signatory as of the date and year first above written.

CRC HOLDINGS, INC.

By: 
Name: Robert S. Ippolito
Title: Secretary and Treasurer

ARGOSY GAMING COMPANY

By: 
Name: Robert S. Ippolito
Title: Secretary and Treasurer