

# P04000040413

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## MERGER OR SHARE EXCHANGE

### RICHARDSON BRANDS COMPANY

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September 12, 2008

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

RICHARDSON BRANDS COMPANY  
101 ERIE BOULEVARD  
CANAJOHARIE, NY 13317

SUBJECT: RICHARDSON BRANDS COMPANY  
REF: P04000040443

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

We have no corporation by the name of Gravymaster, inc. filed in this state. The document number G78085 brings up the Florida corporate name Richardson Brands Company. The document number P04000040443 also brings up the Florida corporation Richardson Brands Company.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Tracy Smith  
Document Specialist

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**ARTICLES OF MERGER**

The following articles of merger are being 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>Entity Type</u>
1. Richardson Brands Company Florida Document Number:	Florida P04000040443	Corporation

**SECOND:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Gravymaster, Inc.	Connecticut	Corporation

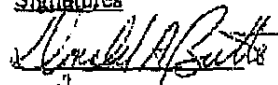
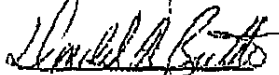
**THIRD:** The Plan of Merger is attached.

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

**FIFTH:** The Plan of Merger was adopted by the sole shareholder of the surviving corporation on September 10, 2008.

**SIXTH:** The Plan of Merger was adopted by the sole shareholder of the merging corporation on September 10, 2008.

**SEVENTH:** SIGNATURE(S) FOR EACH CORPORATION:

<u>Name of Entity</u>	<u>Signatures</u>	<u>Name of Individual &amp; Title</u>
Richardson Brands Company		Donald A. Butte, CEO
Gravymaster, Inc.		Donald A. Butte, CEO

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PLAN OF MERGER  
BETWEEN  
GRAVYMASTER, INC.  
AND  
RICHARDSON BRAND COMPANY

DATED AS OF: SEPTEMBER 10, 2008

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THIS PLAN OF MERGER, (this "Agreement") dated as of September 10, 2008 between RICHARDSON BRANDS COMPANY, a Florida corporation ("RBC") and GRAVYMASTER, INC., a Connecticut corporation ("GravyMaster").

#### RECITALS

A. The parties intend that, subject to the terms and conditions hereinafter set forth, GravyMaster will merge with and into RBC (the "*Merger*"), with RBC to be the surviving corporation of the Merger, all pursuant to the terms and conditions of this Agreement, the Articles of Merger (as defined in Article I) and the applicable provisions of the laws of the State of Florida.

B. Each of the Board of Directors of RBC and GravyMaster has determined that the Merger is in the best interests of its corporation.

C. Richardson Foods Inc., the sole stockholder of each of RBC and GravyMaster, has approved and declared advisable this Agreement and, accordingly, has resolved in favor of effecting the Merger provided for herein upon the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

#### ARTICLE I

##### DEFINITIONS

1.01 *Definitions.* (a) The following terms, as used this Agreement, shall have the following meanings:

"*Articles of Merger*" means the Articles of Merger filed with the Secretary of State of the State of Florida in accordance with the relevant provisions of the Florida Business Corporation Act.

"*Effective Time*" means the last date and time on which the Merger first becomes legally effective under the laws of the State of Florida as a result of the filing of the Articles of Merger.

"*Holder*" means Richardson Foods Inc.

1.02. *Defined Terms.* (a) Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP as in effect from time to time.

(b) All references in this Agreement to "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement and not to any particular Article, Section or other subdivision.

(c) In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to and including".

(d) All references to "including" in this Agreement shall mean including without limitation.

(e) A reference to a law in this Agreement includes any amendment or modification to such law and any rules or regulations issued thereunder.

(f) A reference to a person in this Agreement includes its successors and permitted assigns (if any).

## ARTICLE II

### PLAN OF MERGER

2.01. *The Merger.* Subject this Agreement not being terminated as provided in Article III, the parties hereto will cause the Merger to be consummated by filing the Articles of Merger with the State of Florida, no later than the second (2<sup>nd</sup>) business day following the date of this Agreement. Subject to the terms and conditions of this Agreement, at the Effective Time, Gravymaster will be merged with and into RBC in a statutory merger, the separate existence of Gravymaster will cease and RBC will be the surviving corporation in the Merger (the "Surviving Corporation"), all pursuant to the Articles of Merger.

#### 2.02. *Conversion of Gravymaster Shares; RBC Shares.*

(a) *Conversion of Gravymaster Shares.* Subject to the terms and conditions of this Agreement, at the Effective Time each share of Gravymaster common stock that is issued and outstanding immediately prior to the Effective Time will be converted into one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation. Any fractional share of Gravymaster common stock shall be converted into a like fractional share of the Common Stock of the Surviving Corporation. Each certificate evidencing ownership of shares of RBC common stock and each share or fraction thereof of Gravymaster Common Stock will evidence at the Effective Time ownership, respectively, of such shares or fraction thereof of common stock of RBC.

(b) *RBC Shares.* Each share of Common Stock of RBC outstanding immediately prior to the Effective Time will not be affected by virtue of the Merger and shall remain outstanding immediately following the Effective Time.

2.03 *Appraisal Rights.* Since the Holder as the sole stockholder of each of RBC and Gravymaster has consented to the Merger pursuant to this Agreement, the Holder is not entitled to appraisal rights under Florida Law.

2.04 *Other Rights.* At the Effective Time, all outstanding rights, if any, to acquire shares of capital stock of Gravymaster will, by virtue of the Merger and without further action on the part of any holder thereof or any other person, be cancelled and extinguished.

2.05. *Effects of the Merger.*

(a) *General.* At the Effective Time, the effect of the Merger will be as provided in this Agreement and the applicable provisions of Florida law. Without limiting the generality of the foregoing, at the Effective Time, all of the properties, intellectual properties, rights, privileges, powers and franchises of RBC and Gravymaster will vest in the Surviving Corporation, and all liabilities and duties of RBC and Gravymaster will become the liabilities and duties of the Surviving Corporation.

(b) *Certificate of Incorporation.* The Articles of Incorporation of RBC immediately prior to the Effective Time will be the Articles of Incorporation of the Surviving Corporation immediately after the Effective Time until thereafter amended in accordance with the provisions thereof or as provided by law.

(c) *Bylaws.* The Bylaws of RBC immediately prior to the Effective Time will continue unchanged and be the Bylaws of the Surviving Corporation immediately after the Effective Time until thereafter amended in accordance with the provisions thereof or as provided by law.

(d) *Directors and Officers.* At the Effective Time, (i) the initial directors of the Surviving Corporation will be the directors of RBC immediately prior to the Effective Time, until their respective successors are duly elected or appointed and qualified and (ii) the initial officers of the Surviving Corporation will be the officers of RBC immediately prior to the Effective Time, until their respective successors are duly appointed

2.07 *Further Assurances.* Gravymaster agrees that if, at any time after the Effective Time, the Surviving Corporation believes or is advised that any further deeds, assignments or assurances are reasonably necessary or desirable to vest, perfect, confirm or continue in the Surviving Corporation, title to any property or any right of Gravymaster as provided herein, the Surviving Corporation and any of its officers are hereby authorized by Gravymaster to execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect, confirm or continue title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, in the name of the Surviving Corporation or otherwise, provided that no such change shall have an adverse effect on the Holder or any obligation or liability of, or in respect of, the Holder.

2.08 *Rights Not Transferable.* The rights of the Holder immediately prior to the Effective Time, are personal to such Holder and will not be transferable for any reason otherwise than by operation of law, will or the laws of descent and distribution. Any attempted transfer of such right by the Holder (otherwise than as permitted by the immediately preceding sentence) will be null and void.

### ARTICLE III

#### TERMINATION

3.01. *Termination.* This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Effective Time: by the mutual consent of RBC and Gravymaster.

3.02. *Effect of Termination.* In the event of termination of this Agreement pursuant to Section 3.01, the provisions of this Agreement shall immediately become void and of no further force and effect, and there shall be no liability on the part of either RBC or Gravymaster to one another.

### ARTICLE IV

#### MISCELLANEOUS

4.01. *Expenses.* Except as otherwise expressly provided herein, all of the costs and expenses (including attorneys' and accountants' fees and expenses), in connection with the negotiation of this Agreement, the performance of their respective obligations hereunder and the consummation of the Merger and other transactions contemplated by this Agreement (whether consummated or not) shall be shared equally by RBC and Gravymaster.

4.02. *Assignment.* This Agreement and the rights and obligations hereunder shall not be assignable by RBC or Gravymaster without the prior written consent of the other; provided, however, that no assignment shall limit or affect the assignor's obligations hereunder.

4.03. *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance is held by a court of competent jurisdiction to be prohibited by or invalid, illegal or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to any other person or circumstance.



4.04. *Amendment and Waiver.* Any provision of this Agreement may be amended or waived only in a writing signed by the Holder and RBC and Gravymaster or the Surviving Corporation. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

4.05. *Complete Agreement.* This Agreement contains the complete agreement between the parties hereto and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way. None of the parties hereto shall be liable or bound to any other party in any manner, except as specifically set forth herein.

4.06. *Counterparts.* This Agreement may be executed in multiple counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to RBC, Gravymaster and the Holder.

4.07. *Governing Law.* All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida applicable to agreements made and to be performed entirely within such State without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than the State of Florida.

4.08. *Interpretation.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RICHARDSON BRANDS COMPANY.

By: Donald A. Butte  
Name: Donald A. Butte  
Title: President

GRAVYMASTER, INC.

By: Donald A. Butte  
Name: Donald A. Butte  
Title: President