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December 30, 2011

FLORIDA DEPARTMENT OF STATE
Division of Corporations

RICHARDSON BRANDS COMPANY
101 ERIE BOULEVARD
CANAJOHARIE, NY 13317

SUBJECT: RICHARDSON BRANDS COMPANY
REF: P04000040443

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act pursuant to Section 607.1105, Florida Statutes, and are adopted pursuant to Section 351.447, Missouri Revised Statutes ("RSMo").

FIRST: The name and jurisdiction of the surviving corporation is RICHARDSON BRANDS COMPANY, a Florida corporation (the "*Surviving Corporation*").

SECOND: The name and jurisdiction of the merging corporation is BOGDON CANDY CO., INC., a Missouri corporation (the "*Merging Corporation*").

THIRD: The Agreement and 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 Agreement and Plan of Merger was adopted by the Board of Directors of the Surviving Corporation on December 29, 2011, and no shareholder approval was required.

SIXTH: The Agreement and Plan of Merger was adopted by the Board of Directors of the Merging Corporation on December 29, 2011, and no shareholder approval was required.

SEVENTH: The Surviving Corporation is in compliance with the 90 percent ownership requirement of Section 351.447, RSMo, and will maintain at least 90 percent ownership of each of the other corporations party to the merger, until the issuance of the Certificate of Merger by the Secretary of State of the State of Missouri.

EIGHTH: Signatures for each corporation:

Name of Corporation

Signature

Name and Title of Individual

RICHARDSON BRANDS
COMPANY

Name: Amie D'Angelo
Title: CEO and President

BOGDON CANDY CO., INC.

Name: Amie D'Angelo
Title: CEO and President

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AGREEMENT AND PLAN OF MERGER

BETWEEN

RICHARDSON BRANDS COMPANY

AND

BOGDON CANDY CO., INC.

DATED AS OF: December 29, 2011

THIS AGREEMENT AND PLAN OF MERGER, (this "*Agreement*"), dated as of December 29, 2011, is by and between RICHARDSON BRANDS COMPANY, a Florida corporation ("*RBC*"), and BOGDON CANDY CO., INC., a Missouri corporation and wholly-owned subsidiary of RBC ("*Bogdon*").

RECITALS

A. RBC is the holder of all of the issued and outstanding capital stock of Bogdon.

B. The parties intend that, subject to the terms and conditions hereinafter set forth, Bogdon 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 and the State of Missouri.

C. Each of the Board of Directors of RBC and the Board of Directors of Bogdon has approved the Merger and declared the Merger advisable and in the best interests of its constituent corporation.

D. Neither the stockholders of RBC nor the stockholders of Bogdon were required to approve the Merger.

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 date and time as of 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.

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 generally accepted accounting principles 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) A reference to "including" in this Agreement means "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 (2nd) business day following the date of this Agreement. Subject to the terms and conditions of this Agreement, at the Effective Time, Bogdon will be merged with and into RBC in a statutory merger, the separate existence of Bogdon will cease and RBC will be the surviving corporation in the Merger (the "*Surviving Corporation*"), all pursuant to the Articles of Merger.

2.02. *Cancellation of Bogdon Shares; No Effect on RBC Shares.*

(a) *Cancellation of Bogdon Shares.* Subject to the terms and conditions of this Agreement, at the Effective Time each share (or any fraction thereof) of Bogdon's capital stock that is issued and outstanding immediately prior to the Effective Time will be automatically cancelled without the payment of any consideration therefor and without further action on the part of the holder thereof or any other party. Each certificate evidencing ownership of shares of Bogdon's capital stock (or any fraction thereof) will be automatically cancelled and terminated without further action on the part of any holder thereof or any other party.

(b) *RBC Shares.* Each share of capital 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.* RBC is the sole stockholder of Bogdon, and RBC has consented to the Merger pursuant to this Agreement, and there are no other shareholders of Bogdon who would be entitled to vote on or dissent to the Merger or who would be entitled to appraisal rights under the Florida Business Corporations Act.

2.04 *Other Rights.* At the Effective Time, all outstanding rights, if any, to acquire shares of capital stock of Bogdon will, by virtue of the Merger, and without further action on the part of any holder thereof or any other party, be automatically 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, immunities, powers and franchises of RBC and Bogdon will vest in the Surviving Corporation, and all liabilities, obligations and duties of RBC and Bogdon will become the liabilities, obligations and duties of the Surviving Corporation.

(b) *Articles of Incorporation.* The Articles of Incorporation of RBC immediately prior to the Effective Time will continue unchanged and 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.

2.06. *Appointment for Service of Process; Payment to Dissenting Shareholders*

(a) Upon and after the issuance of a certificate of merger by the Secretary of State of the State of Missouri:

- i. The Surviving Corporation may be served with process in the State of Missouri in any proceeding for the enforcement of any obligation of any

corporation organized under the laws of the State of Missouri which is a party to the Merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Missouri against the Surviving Corporation.

- ii. The Secretary of State of the State of Missouri shall be and hereby is irrevocably appointed as the agent of the Surviving Corporation to accept service of process in any such proceeding; the address to which the service of process in any such proceeding shall be mailed is:

Richardson Brands Company
Attn: James Keane
101 Erie Boulevard
Canajoharie, New York 13317

- iii. The Surviving Corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Missouri which is a party to the Merger the amount, if any, to which they shall be entitled under the provisions of "The General and Business Corporation Law of Missouri" with respect to the rights of dissenting shareholders.

2.07 *Further Assurances.* Bogdon 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 Bogdon as provided herein, the Surviving Corporation and any of its officers are hereby authorized by Bogdon 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.

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 Bogdon.

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 Bogdon 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 Bogdon.

4.02. *Assignment.* This Agreement and the rights and obligations hereunder shall not be assignable by RBC or Bogdon 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 Bogdon and RBC 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 and Bogdon.

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.

[THE REMAINDER OF THIS PAGE IS BLANK]

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

RICHARDSON BRANDS COMPANY

By: 

Name: Arnie D'Angelo
Title: CEO and President

BOGDON CANDY CO., INC.

By: 

Name: Arnie D'Angelo
Title: CEO and President