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Florida Department of State

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**MERGER OR SHARE EXCHANGE  
CHIPITA AMERICA, INC.**

|                       |         |
|-----------------------|---------|
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## **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><br>(If known/ applicable) |
|-----------------------|---------------------|--|
| Chipita America, Inc. | Florida             |  |

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

| <u>Name</u>                  | <u>Jurisdiction</u> | <u>Document Number</u><br>(If known/ applicable) |
|------------------------------|---------------------|--|
| Quality Baking Company, Inc. | Delaware            |  |
|                              |                     |  |
|                              |                     |  |
|                              |                     |  |
|                              |                     |  |

**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 February 3, 2011.

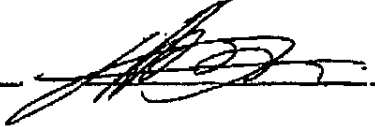
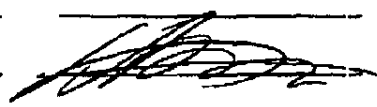
The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**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 February 3, 2011.

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 CORPORATIONName of CorporationSignature of an Officer or  
DirectorTyped or Printed Name of Individual & TitleChipita America, Inc.Georgios ChalkiasQuality BakingCompany, Inc.Georgios Chalkias

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of February 3, 2011, by and between Chipita America, Inc., a Florida corporation (f/k/a Nonni's Food Company) ("Chipita America") and Quality Baking Company, Inc., a Delaware corporation ("QBC").

### Recitals

WHEREAS, Chipita America believes that it will be in its best interest and desires that its wholly-owned subsidiary QBC be merged with and into it, with Chipita America being the surviving entity, upon the terms and conditions set forth herein;

WHEREAS, QBC believes that it will be in its best interest and desires that that it be merged with and into its parent corporation and its sole stockholder Chipita America, with Chipita America being the surviving entity, upon the terms and conditions set forth herein;

WHEREAS, Section 607.1107 of the Florida Business Corporation Act (the "FBCA") authorizes the merger of a Florida corporation with a business entity formed or organized under the laws of any other state of the United States;

WHEREAS, Section 252 of the Delaware General Corporation Law (the "DGCL") authorizes the merger of a Delaware corporation with and into a corporation formed or organized under the laws of any other state of the United States;

WHEREAS, the board of directors and stockholders of Chipita America have adopted resolutions approving this Agreement in accordance with the FBCA; and

WHEREAS, the board of directors and the sole stockholder of QBC have adopted resolutions approving this Agreement in accordance with the DGCL.

### Agreement

NOW THEREFORE, for and in consideration of the forgoing Recitals and the terms and conditions contained herein, the parties hereto agree as follows:

1. **The Surviving Entity.** Upon the terms and conditions hereinafter set forth, on the Effective Date (as defined below) QBC shall be merged with and into Chipita America (the "Merger") and Chipita America shall be the surviving entity (hereinafter the "Surviving Entity") and shall continue its existence under the laws of the State of Florida. At the Effective Date, the separate existence of QBC shall cease (hereinafter the "Terminating Entity").

2. **Effective Date.** The Merger shall be effective upon filing of this Agreement with the Secretary of State of Florida. The date and time when the Merger shall become effective is herein referred to as the "Effective Date."

3. **Treatment of Outstanding Shares of Terminating Entity.** As of the Effective

Date, by virtue of the Merger and without any further action on the part of the Surviving Entity or the Terminating Entity, all issued and outstanding shares of the Terminating Entity, owned solely by the Surviving Entity, shall automatically be canceled and cease to exist, and no consideration shall be given in exchange therefor.

4. **Transfer of Tangible and Intangible Property Interests upon the Effective Date.** Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the DGCL, with respect to the legal effect of the Merger, all the real and personal property rights and interests, privileges, franchises, patents, trade secrets, confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Terminating Entity, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon the Surviving Entity without further act or deed; and all property, rights and every other interest of the Surviving Entity and of the Terminating Entity shall be as effectively the property of the Surviving Entity as they theretofore were of the Surviving Entity and the Terminating Entity, respectively. The Terminating Entity hereby agrees from time to time as and when requested by the Surviving Entity or by its successors and assigns, to use reasonable efforts to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the Surviving Entity may deem necessary or desirable in order to vest in, and confirm to, the Surviving Entity, title to and possession of any and all property of the Terminating Entity acquired or to be acquired by reason or as a result of the Merger and otherwise to carry out all of the intents and purposes hereof.

5. **Assumption of Contracts.** Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the DGCL, with respect to the legal effect of the Merger, all of the contracts and agreements to which the Terminating Entity is a party shall be automatically assumed by the Surviving Entity. Without limiting the generality of the prior sentence, the Surviving Entity shall be bound by, and hereby agrees to honor, the terms and conditions to which the Terminating Company is subject.

6. **Certificate of Incorporation.** The Certificate of Incorporation of Chipita America as in effect on the Effective Date, from and after the Effective Date and until further amended as provided by applicable law, shall be, and may be separately certified as, the Certificate of Incorporation of the Surviving Entity.

7. **Entire Agreement.** This Agreement constitutes the entire agreement by and between the parties hereto with respect to the matters herein contemplated. This Agreement supersedes all previous agreements, negotiations and commitments in respect thereto. This Agreement shall not be changed or modified in any manner, except by mutual consent in a writing of subsequent date signed by the duly authorized representatives of each party hereto at any time prior to the date of filing.

8. **Further Assurances.** Following the receipt of all required approvals of this Agreement by the parties, each of the parties hereto shall immediately execute and deliver to the other party hereto and file with appropriate governmental authorities such instruments as may be reasonably required in connection with the consummation of the Merger contemplated hereby.

9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors in interest.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement and as executed by any of the undersigned, may be transmitted by facsimile machine or electronic portable document format and shall be treated in all manners and respects as an original document and an original signature.

*[Remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, as of the day and year first written above,

**SURVIVING ENTITY:**

Chipita America, Inc.

By: 

Name: Georgios Chalkias

Its: President

By: 

Name: Rodney Liddle

Its: Chief Financial Officer

**TERMINATING ENTITY:**

Quality Baking Company, Inc.

By: 

Name: Georgios Chalkias

Its: President

By: 

Name: Rodney Liddle

Its: Chief Financial Officer