

*C. T. Corp. System
208 S. La Salle St.
Chgo. Ill. 60604
Attn: A. J. Radick*

19
861674

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF MERGER

To Whom These Presents Come, Greeting:

WHEREAS, there have been presented to this office for filing duplicate copies of Articles of Merger, merging

Corporation State of Incorporation Date of Incorporation/Admission

BARTON'S FOOD CENTER, INC. INDIANA NOVEMBER 28th, 1955

the non-survivor(s), into

~~STARDUST BOWL, INC.~~

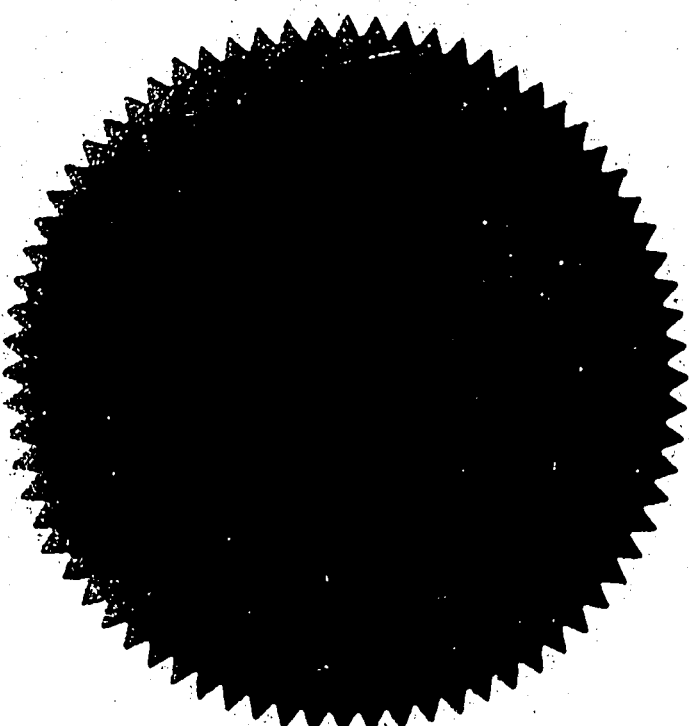
an Indiana Corporation, the survivor, which corporation shall hereinafter be designated as

~~STARDUST BOWL, INC.~~

STATE OF INDIANA
CLERK OF COURTS
FILED FOR RECORDS
JUL 1 10 44 AM '86
RUDOLPH CLAY
RECORDER

NOW, THEREFORE, I, EDWIN J. SIMCOX, Secretary of State of Indiana, do hereby certify that I have this day endorsed my approval upon the duplicate copies of the Articles of Merger so presented, and having received the fees required by law, have filed one copy in this office and returned the other to the corporation.

The effective date of the merger is ~~JUNE 30th, 1986.~~



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 27th ... day of JUNE , 19.86.

EDWIN J. SIMCOX Secretary of State,

By Deputy

21.00

FILING REQUIREMENTS - Present 2 fully executed copies to the Secretary of State, plus such additional copies as needed in order to fulfill the recording requirements, and filing fee of \$36.00.

RECORDING REQUIREMENTS - within 10 days of the effective date of the merger, a copy of the Certificate of Merger, duly certified by the Secretary of State, must be filed with the Recorder of all counties in Indiana in which any corporation party to the merger has real estate, the title to which is transferred thereby, and in counties in which the surviving corporation owns real property when the name of the survivor is changed via the merger.

ARTICLES OF MERGER - page one

Corporate Form #106 (Dec. 1979)
State Form 39036

Prescribed by Edwin J. Simcox
Secretary of State of Indiana

FILED
IND. SECRETARY OF STATE
26 JUN 27 AM 11:01

ARTICLES OF MERGER

of

BARTON'S FOOD CENTER, INC.

(a Subsidiary Corporation)

into

STARDUST BOWL, INC.

The undersigned, STARDUST BOWL, INC.
(hereinafter, "Surviving Corporation"), existing pursuant to the provisions of Indiana General Business Corporation Act
(Insert Statutory Name or Citation), as amended (hereinafter, the "Act"), and desiring to give notice of corporate actions effectuating the merger of BARTON'S FOOD CENTER, INC.
(hereinafter, "Merging" or "Subsidiary Corporation"), existing pursuant to Indiana General Business Corporation Act
(Insert Statutory Name or Citation), ninety-five (95%) per cent or more of the shares of each class of which are owned by the Surviving Corporation, into the Surviving Corporation, and acting by its President or Vice-President and its Secretary or Assistant Secretary, hereby certifies the following facts:

Article I

PLAN OF MERGER

The Board of Directors of the Surviving Corporation, by resolution duly adopted, approved a Plan of Merger, containing such information as required by I.C. 23-1-5-2, which plan is set forth in "Exhibit A" attached hereto and made a part hereof:

(Here insert Plan of Merger - use additional 8½" x 11" pages as necessary)

SECTION IX

Closing

The closing of the merger transaction contemplated herein shall take place at the offices of Cahan, Braun and Associates, 640 North LaSalle Street, Suite 655, Chicago, Illinois on June 20, 1986, said date is referred to herein as the closing ("Closing"). All documents and instruments herein described shall be executed and delivered at closing. Each party will execute all documents which are proper and necessary to effectuate this Agreement.

SECTION X

Miscellaneous Provisions

1. Entire Agreement. This Agreement and the documents referred to herein shall be the entire, full and complete Agreement between the parties concerning the subject matter hereof, and shall supercede all prior agreements. No representations, warranties, inducements, promises, or agreements, oral or otherwise, exist which are not embodied herein. No amendment, change or variance from this Agreement shall be binding on either party unless the same is in writing and executed by the parties hereto.

2. Severability. Each section, part, term, and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term, or provision is herein determined to be invalid and contrary to, or in conflict with,

any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. The invalid section, part, term or provision shall be deemed not to be part of this Agreement.

3. Jurisdiction. This Agreement shall be construed and enforced pursuant to the laws of the State of Illinois. The venue for all litigation pertaining to this Agreement shall be Chicago, Illinois. The prevailing party in any litigation shall be entitled to reimbursement for attorneys fees, costs and other expenses pertaining to said litigation and said attorneys fees, costs, and other expenses shall become a part of any judgment, verdict or decree.

4. Descriptive Headings. Descriptive headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

5. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any arbitrator's award or finding or any judgment or verdict thereon shall be final and unappealable. All parties

[REDACTED]

agree that venue for said arbitration shall be in Chicago, Illinois and that any litigation or arbitration commenced in any other venue shall be transferred instanter to Chicago, Illinois upon the written request of any party to this Agreement. The prevailing party shall be entitled to reimbursement for attorneys fees, cost or other expenses pertaining to said arbitration or any litigation and said attorneys fees, cost or other expenses shall become a part of any award, judgment or verdict. All arbitrations shall have three (3) individuals acting as arbitrators. One arbitrator shall be selected by Stardust. One arbitrator shall be selected by Barton's Food. Both arbitrators shall select a third arbitrator. Any arbitrator selected by a party shall not be affiliated, associated or related to the parties selecting that arbitrator. The decision of the majority of the arbitrators shall be binding on all parties.

6. Notices. All notices and other communications provided for by this Agreement shall be made in writing (1) either by actual delivery of the notice into the hands of the parties entitled thereto, or (2) by the mailing of the notice in the U.S. mails to the last known address of the parties entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received in case (1) on the date of its actual receipt by the party entitled thereto, and in case (2) on the date of its mailing. Notice shall be sent to:

Seller: Stardust Bowl, Inc.
6639 Columbia Avenue
Hammond, Indiana 46320

With a copy to: Cahan, Braun and Associates
640 North LaSalle Street
Suite 655
Chicago, Illinois 60610
Attention: Michael Cahan

Purchaser: Barton's Food Center, Inc.
1330 Sheffield Avenue
Dyer, Indiana 46311

With a copy to: Cahan, Braun and Associates
640 North LaSalle Street
Suite 655
Chicago, Illinois 60610
Attention: Michael Cahan

7. Notice of Default.

Any party to this Agreement shall not be deemed in default or in non-compliance with any term or provision of this Agreement and no action shall be taken regarding any default or non-compliance unless all of the following have occurred:

- (a) Non-breaching party shall send breaching party a written notice setting forth in detail any default or non-compliance; specifying what act or omission of breaching party caused said default or non-compliance; when said act or omission occurred; what provision or term of said Agreement is involved; and what acts breaching party must perform to cure default or non-compliance;
- (b) Said notice must be sent regular and certified mail, return receipt requested, addressee only with postage prepaid to breaching party and breaching party's attorney at the addresses set forth herein;
- (c) Thirty (30) days must elapse from the time said notice is received by breaching party;
- (d) Breaching party has not cured said default or non-compliance within said thirty (30) days.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, administrators, executors, successors and assigns.

9. Singular Includes Plural. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine or neuter.

10. Executed Copies Deemed Originals. All executed copies of this instrument shall be deemed to be the original even though physically produced by the use of automatic, printing or copy machines.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by the affixing of the signatures of each of the Parties to one of such counterpart signature pages; all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single signature page.

12. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

13. Further Actions. Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

14. Remedies for Breach.

The shares of stock of Stardust and Barton's Food are unique chattels and any breach of any provision hereof would cause irreparable harm to the non-breaching parties. Accordingly, each party to this Agreement shall have the remedies which are available to him or it for the violation of any of the terms of this Agreement, including, but not limited to, the equitable remedy of specific performance.

15. Survival of Representations and Warranties. All representations and warranties contained herein shall be true and correct at the closing and shall survive the execution and delivery of this Agreement and the closing of the sale.

STARDUST BOWL, INC.

By: *Bruce R. Barton*
Bruce R. Barton, President

ATTEST:

Barbara L. Crist
Barbara L. Crist, Secretary

BARTON'S FOOD CENTER, INC.

By: *Bruce R. Barton*
Bruce R. Barton, President

ATTEST:

Barbara L. Crist
Barbara L. Crist, Secretary

APPROVAL

We, being the sole shareholders, directors and officers of Stardust and Barton's Food, hereby consent to the merger of Barton's Food into Stardust as set forth in this Agreement for Merger.

Shareholders

Stardust Bowl, Inc.

X *Ray Barton*
Ray Barton as Trustee of the
Ray Barton Revocable Trust

Barton's Food Center, Inc.

X *Ray Barton*
Ray Barton as Trustee of the
Ray Barton Revocable Trust

Directors

Stardust Bowl, Inc.

X *Ray Barton*
Ray Barton

Barton's Food Center, Inc.

X *Ray Barton*
Ray Barton

X *Samuel Barton*
Samuel Barton

X *Barbara L. Crist*
Barbara L. Crist

X *Bruce R. Barton*
Bruce R. Barton

X *Bruce R. Barton*
Bruce R. Barton

Officers

Stardust Bowl, Inc.

X *Bruce R. Barton*
Bruce R. Barton - President
Vice President, Treasurer
and Assistant Secretary

Barton's Food Center, Inc.

X *Bruce R. Barton*
Bruce R. Barton - President
and Treasurer

X *Barbara L. Crist*
Barbara L. Crist - Secretary

X *Barbara L. Crist*
Barbara L. Crist - Vice
President and Secretary

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IN WITNESS WHEREOF, the undersigned Surviving Corporation executes these Articles of Merger, its President or Vice-President and its Secretary or Assistant Secretary acting for and in behalf of such corporation, and certifies to the truth of the facts and acts herein recited.

Dated this 20th day of June, 19 86

STARDUST BOWL, INC.
(Name of Corporation)

By: X Bruce R. Barton
(Written Signature)

Bruce R. Barton

(Printed Name)

PRESIDENT ~~VICE PRESIDENT~~
(designate which)

Attest:

X Barbara L. Crist
(Written Signature)

Barbara L. Crist

(Printed Name)

SECRETARY ~~ASSISTANT SECRETARY~~
(designate which)

STATE OF INDIANA)

COUNTY OF LAKE) SS:

I, the undersigned, a Notary Public duly commissioned by the State of Indiana to take acknowledgements and administer oaths, certify that the above-signed officers of the above-designated corporation personally appeared before me, executed the foregoing instrument, and swore or attested to the truth of the facts stated therein.

WITNESS my hand and Notarial Seal this 20TH day of JUNE, 19 86

My Notarial Commission
Expires: 10-15-89

Alice Germeck
(Written Signature)

I am a resident of LAKE County

ALICE GERMECK
(Printed Name)

Instrument prepared by Michael A. Cahan, 640 North LaSalle Street, Chicago, IL 60610

STATE OF INDIANA

I hereby certify that this is a true
and complete copy of the 18 page
document on file in this Office.

DATED: June 27th 1986

[Signature]

Secretary of State

BY *[Signature]*

This Certification Stamp Replaces Our
Previous Certification System.

Ind. Code 23-1-12-1 Effective 1-1-80

Article II
LEGAL REQUIREMENTS

Section 1. Ownership: The number of outstanding shares of each class of the Subsidiary Corporation, and the number of such shares of each class owned by the Surviving Corporation are as follows:

<u>Class</u>	<u>Total Shares Outstanding</u>	<u>Shares Owned by Surviving Corporation</u>
Common	370	370

Section 2. Notice (select appropriate paragraph):

- (a) A copy of the Plan of Merger was mailed to each Shareholder of the Subsidiary Corporation other than the Surviving Corporation on _____, 19____.
- (b) Notice of the merger was not required to be mailed.

Section 3. Compliance with Legal Requirements: The manner of the adoption of the Plan of Merger and the vote by which it was adopted constitute full legal compliance with the provisions of the Act and with the Articles of Incorporation and the By-Laws of the Subsidiary Corporation and the Surviving Corporation.

Article III
EFFECTIVE DATE

The effective date of the merger effectuated hereby is June 30, 1986

(May NOT be prior to nor more than 30 days after date of filing with Secretary of State.)

The effective date of the merger for internal accounting purposes only is April 30, 1986.

MERGER AGREEMENT

This Agreement dated this 20th day of June, 1986 between STARDUST BOWL, INC., an Indiana corporation (hereinafter referred to as "Stardust") and BARTON'S FOOD CENTER, INC., an Indiana corporation (hereinafter referred to as "Barton's Food") states:

W I T N E S S E T H:

WHEREAS, Stardust is a corporation organized and existing under the laws of the State of Indiana; and

WHEREAS, Stardust has One Thousand (1,000) shares of no par common stock authorized and Eight Hundred Ninety (890) shares of said stock issued and outstanding; and

WHEREAS, Ray Barton as Trustee of the Ray Barton Revocable Trust is the sole shareholder of Stardust and owns all Eight Hundred Ninety (890) issued and outstanding shares of no par common stock of Stardust (hereinafter referred to as "Stardust Shareholder"); and

WHEREAS, the directors of Stardust are Ray Barton, Samuel Barton and Bruce R. Barton (hereinafter referred to as "Stardust Directors"); and

WHEREAS, Stardust has the following officers: president, treasurer and assistant secretary - Bruce R. Barton and Secretary - Barbara L. Crist (hereinafter referred to as "Stardust Officers"); and

WHEREAS, Barton's Food is a corporation organized and existing under the laws of the State of Indiana; and

WHEREAS, Barton's Food has One Thousand (1,000) shares of no par common stock authorized and Three Hundred Seventy (370) shares of said stock issued and outstanding; and

WHEREAS, Ray Barton as Trustee of the Ray Barton Revocable Trust is the sole shareholder of Barton's Food and owns all Three Hundred Seventy (370) issued and outstanding shares of no par common stock of Barton's Food (hereinafter referred to as "Barton's Food Shareholder"); and

WHEREAS, the directors of Barton's Food are Ray Barton, Barbara L. Crist and Bruce R. Barton (hereinafter referred to as "Barton's Food Directors"); and

WHEREAS, Barton's Food has the following officers: Bruce R. Barton as president and treasurer; Barbara L. Crist as vice president and secretary (hereinafter referred to as "Barton's Food Officers"); and

WHEREAS, Barton's Food wishes to merge into Stardust with Stardust being the surviving corporation; and

WHEREAS, all of the shareholders, directors and officers of Stardust and Barton's Food wish to consent and approve said merger; and

WHEREAS, Stardust and Barton's Food wish to consolidate and reduce recordkeeping and clerical expenses through said merger; and

WHEREAS, Stardust and Barton's Food wish to reduce the expense of filing tax returns for each corporation by filing one tax return for one corporation; and

WHEREAS, Stardust and Barton's Food wish to reduce and consolidate expenses associated with payroll tax returns and bookkeeping by merging into one corporation.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and other good and valuable consideration, Stardust and Barton's Food agree as follows:

SECTION I

Recitals

The above Recitals are incorporated herein by reference. Each party warrants, represents and certifies to each and every other party in this Agreement that said Recitals are true and correct.

SECTION II

Agreement to Merge

Stardust and Barton's Food hereby covenant and agree that Barton's Food shall merge completely into Stardust and that Stardust shall be the sole surviving corporation subsequent to the merger. All issued and outstanding stock of Barton's Food shall be transferred to and cancelled by Stardust and Barton's Food shall no longer be in existence subsequent to said merger. The effective date of this merger for internal accounting purposes only shall be April 30, 1986. The effective date of this merger for all other purposes shall be June 30, 1986.

[REDACTED]

SECTION III

Articles of Merger

Stardust and Barton's Food shall prepare Articles of Merger as required by the State of Indiana and shall file said Articles of Merger with the Secretary of State of Indiana. The Certificate of Merger received as a result of this merger shall be filed with the Recorder of Deeds for all counties in Indiana in which Stardust or Barton's Food owns any real estate whatsoever. Immediately subsequent to said merger, Stardust shall possess all right, title, privileges and powers and shall be subject to all the restrictions and duties of both Stardust and Barton's Food. All real property or personal property owned by and all debts or obligations due either Stardust or Barton's Food as of the date of said merger shall be vested in and become property of Stardust. All creditors' rights and all liens upon any real property, personal property or other assets of either Stardust or Barton's Food shall be preserved unimpaired subsequent to said merger. All debts, liabilities, obligations or duties of either Stardust or Barton's Food may be enforced against Stardust subsequent to said merger to the same extent as if said debts, obligations, liabilities and duties had been incurred or contracted by Stardust.

SECTION IV

By-Laws and Articles of Incorporation

Subsequent to this merger, Stardust shall be controlled and governed by the By-Laws of Stardust as they presently exist.

No other part of said Articles of Incorporation and no part of the By-Laws shall be changed unless subsequent to the merger, the then duly elected shareholders, directors, officers or other appropriate party consents thereto.

SECTION V

Approvals

This Agreement shall be approved in writing by all of the duly authorized and elected shareholders, directors and officers of Stardust and Barton's Food. The consent of said shareholders, directors and officers shall be signified through resolutions of the board of directors and shareholders and through the written consent of said shareholders, directors and officers attached to and made a part of this Agreement.

SECTION VI

Officers, Directors and Shareholders

Immediately subsequent to said merger, the following shall be the sole shareholder, directors and officers of Stardust:

Shareholder

Ray Barton as Trustee of the Ray Barton Revocable Trust

Directors

Ray Barton, Bruce R. Barton and Barbara L. Crist

Officers

President: Bruce R. Barton
Secretary: Barbara L. Crist
Treasurer: Bruce R. Barton

The shareholders, directors and officers of Stardust and Barton's Food agree and covenant that they will take all

[REDACTED]

appropriate and necessary actions including, if necessary, holding shareholders and directors meetings, submitting resignations as directors and officers and amending the By-Laws of Stardust or Barton's Food to accomplish the election of the directors and officers of Stardust subsequent to the merger as set forth herein. Each director and officer of Stardust subsequent to the merger shall serve in their respective positions until a successor shall have been duly elected and qualified or until the death, resignation or removal of said officer or director.

SECTION VII

Exchange of Stock and Conversion Ratio

Immediately subsequent to the merger, the only stock issued, authorized or outstanding by Stardust shall be Nine Hundred (900) shares of no par common stock. The Barton's Food Shareholder may exchange Thirty-Seven (37) shares of no par common stock of Barton's Food for one (1) share of no par common stock of Stardust. The Barton's Food Shareholder shall be entitled to a certificate representing the appropriate number of shares of Stardust upon presentation and surrender to Stardust of the certificate representing the appropriate number of shares of Barton's Food. Immediately subsequent to this merger, the following shall be the sole shareholders of Stardust:

<u>Name</u>	<u>No. of Shares</u>
Ray Barton as Trustee of the Ray Barton Revocable Trust	Nine Hundred (900) shares of no par common stock of Stardust

SECTION VIII

Prohibitions

Between the date of this Agreement and the date of the actual merger of Stardust and Barton's Food, neither Stardust nor Barton's Food will issue or sell any stock, bonds or other corporate securities; incur any obligation or liability except current liabilities and current obligations and the contracts entered into in the ordinary course of business; discharge or satisfy any lien, encumbrance, obligation or liability other than current liabilities as of the date of this Agreement and in the ordinary course of business; declare or pay any dividend whether in stock, cash or property; redeem or purchase any shares or enter any contracts for the option to purchase or redeem any shares of its stock; mortgage, pledge, create a security interest in or subject to any lien or encumbrance of any of its personal property or real property except in the ordinary course of business; sell or transfer any of its real property or personal property or cancel any debts or claims except in the ordinary course of business; sell, assign or transfer any trademark, trade name, patent or other intangible asset; or enter into any transaction other than in the ordinary course of business.