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1999-02-08 10:16:05
Cook County Recorder 31.00

File Number 3129-262-0

99129657

State of Illinois
Office of
The Secretary of State

24-25

Whereas, ARTICLES OF MERGER OF
GOLD STANDARD ENTERPRISES, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 1ST day of FEBRUARY A.D. 1999 and of the Independence of the United States the two hundred and 23RD.

SEAL OF THE STATE OF ILLINOIS
AUG. 26TH 1818

Jesse White
Secretary of State

C-212.3

Form **BCA-11.25**
(Rev. Jan. 1991)

ARTICLES OF MERGER CONSOLIDATION OR EXCHANGE

File # 3129-262-0

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

DO NOT SEND CASH!
Remit payment in check or money order, payable to "Secretary of State."
Filing Fee is $100, but if merger or consolidation of more than 2 corporations, $50 for each additional corporation.

FILED
FEB 1 1999
JESSE WHITE
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by Secretary of State
Date 2/1/99
Filing Fee $ 100.00
Approved:

1. Names of the corporations proposing to merge ~~consolidate~~ ~~exchange shares~~, and the state or country of their incorporation:

Name of Corporation	State or Country Of Incorporation	Corporation File No.
GOLD STANDARD ENTERPRISES, INC.	ILLINOIS	D3129-262-0
ZIMMERMAN'S CUT RATE LIQUOR STORE INC.	ILLINOIS	D4060-405-7

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the surviving ~~new~~ ~~acquiring~~ corporation: GOLD STANDARD ENTERPRISES, INC.

(b) it shall be governed by the laws of: ILLINOIS

4. Plan of merger ~~consolidation~~ ~~exchange~~ is as follows: See Agreement and Plan of Merger dated February 1, 1999 attached hereto.

If not sufficient space to cover this point, add one or more sheets of this size.

EXPEDITED
FEB 1 1999
SECRETARY OF STATE

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated this 1st day of February, 1999, by and between GOLD STANDARD ENTERPRISES, INC. (hereinafter referred to as "Parent") and ZIMMERMAN'S CUT RATE LIQUOR STORE, INC. (hereinafter referred to as "Subsidiary").

WITNESSETH:

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of Illinois; and it's registered agent and registered office in the State of Illinois are Howard O. Wolfe and 20 North Wacker Drive, Suite 3550, Chicago, Illinois 60606 respectively; and

WHEREAS, Subsidiary is a corporation duly organized and existing under the laws of the State of Illinois; and its registered agent and registered offices are Max Zimmerman and 213 West Grand Avenue, Chicago, Illinois respectively; and

WHEREAS, the number of shares of stock which Parent has authority to issue is one (1) share of common stock, $100.00 par value, which such share is currently issued and outstanding; and

WHEREAS, Subsidiary has authority to issue 500 shares of common stock, $100.00 par value, all of which is issued and outstanding and owned directly by Parent; and

WHEREAS, Parent and Subsidiary desire to merge into a single corporation, and the directors of Parent and Subsidiary have determined that it is advisable that Subsidiary be merged into Parent, on the terms and conditions set forth and in accordance with provisions of law, applicable to corporate mergers in the State of Illinois.

NOW, THEREFORE, in consideration of the premises and of mutual covenants, agreements, and provisions hereinafter set forth, the parties agree as follows:

1. On the effective date of this Agreement and Plan of Merger, Subsidiary shall be merged into Parent, together with all its properties (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers, and franchises, of a public as well as of a private nature, exemptions and immunities, subject, however, to any liens, mortgages or charges. This distribution of the assets of the merging Subsidiary shall be in complete redemption of all outstanding capital stock of the Subsidiary. From and after the effective date of this Agreement and Plan of Merger, all properties (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers, and franchises, of a public as well as of a private nature, exemptions and immunities shall be vested in Parent by virtue of this merger and without any other instrument, and shall be as effectually properties of Parent as they were formerly of Subsidiary, and all rights of all creditors of, and all liens, mortgages or charges on property of, Subsidiary shall be preserved unimpaired. The title to all real estate acquired by deed, gift, grant, appropriation or otherwise vested in Subsidiary shall not revert or be in any way impaired by reason of this merger or anything done, but shall be vested in Parent by virtue of the merger.

2. On and after the effective date of this Agreement and Plan of Merger, Parent assumes liability for all contracts, deeds of trust, indentures, debts, obligations of any kind, liabilities and duties incurred by Subsidiary, and all shall, on and after the effective date, attach to Parent and be enforceable against it and its properties to the same extent as if incurred or contracted by Parent.

3. On and after the effective date of this Agreement and Plan of Merger, any existing leases by and between Parent and Subsidiary with respect to their respective properties shall be deemed to be canceled and terminated by virtue of this Agreement and Plan of Merger. Also, on and after the effective date, all debts and obligations, accrued or contingent, open account or otherwise, between Parent and Subsidiary, shall be deemed to be canceled or discharged by virtue of this Agreement and Plan of Merger.

4. Parent shall be the surviving corporation resulting from the merger and shall continue under the name of "Gold Standard Enterprises, Inc." Immediately following the effectiveness of this Agreement and Plan of Merger, Parent shall file with the Secretary of State of Illinois the necessary application to adopt as an assumed name of Parent the name theretofore used by Subsidiary and Subsidiary hereby consents to such use from and after the effectiveness of this Agreement and Plan of Merger. No change is to be made by the merger in Parent's articles of incorporation, bylaws or capitalization and it will continue to exist, after the merger, as a corporation incorporated under the laws of Illinois, and under its original articles of incorporation, as heretofore amended, and under its present bylaws. Parent will continue, after the merger, to have authority to issue a single class of capital stock, common stock, $100.00 par value, in total authorized amount of one (1) share. Its registered agent in the State of Illinois will continue to be located at 20 North Wacker Drive, Suite 3550, in the City of Chicago, County of Cook, and its registered agent at said office will continue to be Howard O. Wolfe. Upon the effectiveness of the merger, the directors and officers of Parent as they shall exist immediately prior thereto shall be and remain the directors and officers of Parent after the merger and they shall each continue to hold office until the next Annual Meeting of the Shareholders and/or Board of Directors of Parent or until their successors are elected and are duly qualified. In the event that, prior to the effective date of the merger, any person designated as a director or officer of Parent is unwilling or unable to continue to serve in that capacity after the effective date, such vacancy may thereafter be filled in the manner provided in the by-laws of Parent.

5. On the effective date of this Agreement and Plan of Merger, the separate existence of Subsidiary shall cease and its capital stock shall be canceled.

6. This Agreement and Plan of Merger shall become effective upon the filing of this Agreement and Plan of Merger and the appropriate Articles of Merger with the Secretary of State of Illinois.

7. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by appropriate resolution of the Board of Directors of Parent at any time prior to filing of this Agreement and Plan of Merger and the appropriate Articles of Merger with the Secretary of State of Illinois, notwithstanding any approval of this Agreement and Plan of Merger by the shareholders of the several corporation parties hereto.

8. Parent shall pay all expenses incident to carrying this Agreement and Plan of Merger into effect.

9. This Agreement and Plan of Merger may be executed in multiple counterparts, each of which shall be deemed an original instrument.

5. Plan of merger ~~consolidation~~ ~~exchange~~ was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows: 100% owned subsidiaries - See Article 7

(The following items are not applicable to mergers under §11.30 —90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each corporation)

Name of Corporation	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken. (§ 11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐
	☐	☐	☐

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange 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 Illinois against the surviving, new or acquiring corporation.

b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and

c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. *(Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)*

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
ZIMMERMAN'S CUT RATE LIQUOR STORE, INC.	500 COMMON	500 COMMON

b. (Not applicable to 100% owned subsidaries)
The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was Not Applicable, 19 _____.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? ☐ Yes ☐ No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated February 1, 1999
Gold Standard Enterprises, Inc.
(Exact Name of Corporation)

attested by M— B—
(Signature of Secretary or Assistant Secretary)

by Walter Fornek
(Signature of President or Vice President)

Michael Binstein, Secretary
(Type or Print Name and Title)

Walter Fornek, President
(Type or Print Name and Title)

Dated February 1, 1999
Zimmerman's Cut Rate Liquor Store, Inc.
(Exact Name of Corporation)

attested by M— B—
(Signature of Secretary or Assistant Secretary)

by Walter Fornek
(Signature of President or Vice President)

Michael Binstein, Secretary
(Type or Print Name and Title)

Walter Fornek, President
(Type or Print Name and Title)

Dated __________, 19____
____
(Exact Name of Corporation)

attested by __________
(Signature of Secretary or Assistant Secretary)

by __________
(Signature of President or Vice President)

____
(Type or Print Name and Title)

____
(Type or Print Name and Title)