

STATEMENT OF MERGER

11 FEB 16 PM 2:43

Merging

CHLN—Idaho, Inc.

SECRETARY OF STATE
STATE OF IDAHO

with and into

CRAB ADDISON, INC., a Texas Corporation

February 1, 2011

Pursuant to the provisions of Section 30-18-205 of the Idaho Corporation Code, the entities listed below (the "Merging Entities") adopt and certify the following Statement of Merger:

FIRST: The names and the jurisdiction of incorporation or organization of each entity that is a party to the Agreement and Plan of Merger (as defined below) is as follows:

<u>Name</u>	<u>Type Entity</u>	<u>State of Incorporation or Organization</u>
Crab Addison, Inc.	Corporation	Texas
CHLN—Idaho, Inc.	Corporation	Idaho

SECOND: An Agreement and Plan of Merger (the "Merger Agreement"), dated January 1, 2011, by and among the Merging Entities, setting forth a plan of merger, has been approved and adopted by each party thereto in accordance with the laws under which it was organized and as authorized by its constituent documents.

THIRD: As provided in the Merger Agreement, the above-listed Merging Entities shall merge with and into Crab Addison, Inc. The sole surviving entity shall be Crab Addison, Inc.

FOURTH: No amendment to the Articles of Incorporation of Crab Addison, Inc. in effect immediately prior to the effective time of the merger has been made as a result of the merger.

FIFTH: As to each of the undersigned Corporations, the number of shares of stock of such corporation outstanding and entitled to vote on the Merger Agreement is as follows:

<u>Name</u>	<u>Designation of Class/Series</u>	<u>Number of Shares Outstanding</u>
Crab Addison, Inc.	Common shares, par value \$1.00 per share	1,000
CHLN—Idaho, Inc.	Common shares, par value \$.01 per share	100

IDAHO SECRETARY OF STATE
02/16/2011 05:00
CK: 241000 CT: 252651 BH: 1268367
1 @ 30.00 = 30.00 STMT MERGE # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

C144079

SIXTH: The Merger Agreement was duly approved by the sole shareholder, entitled to vote thereon, and for accounting purposes said agreement is made effective as of January 1, 2011.

SEVENTH: An executed copy of the Merger Agreement is on file at the offices of Crab Addison, Inc., the surviving entity; being the same mailing address to which the secretary of state may send any process served on the secretary of state. The office and mailing address is as follows:

9900 Westpark Drive, Suite 300, Houston, Texas 77063-5277

EIGHTH: A copy of the Merger Agreement will be furnished by Crab Addison, Inc., the surviving entity, on written request and without cost: (i) to any stockholder of the Merging Entities, and (ii) to any creditor or obligee of the Merging Entities if such obligation is outstanding as of the time of the merger.

NINTH: The Merger Agreement was duly approved by the sole shareholder of the Merger Entity.

TENTH: The merger shall become effective upon the issuance of the Statement of Merger by the Idaho Secretary of State.

ELEVENTH: Crab Addison, Inc., the surviving entity, shall be responsible for all fees and franchise taxes of the Merging Entities and shall be obligated to pay such fees and franchise taxes as appropriate. All of the liabilities and obligations of the Merging Entities shall, upon the effective time of the merger, be allocated to and vested in Crab Addison, Inc. as the surviving entity, and such surviving entity shall assume and perform all such liabilities and obligations in accordance with their terms.

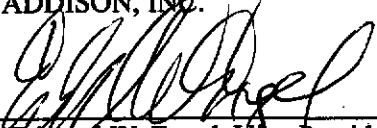
TWELFTH: The surviving corporation agrees that it may be served with process in the State of Idaho in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to the provisions of Section 30-18-206(5) of the Idaho Code to enforce the rights of any stockholders as determined in appraisal proceedings pursuant Corporation laws, and irrevocably appoints the Secretary of State of Idaho as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at:

Crab Addison, Inc.
Attn: Legal Department
9900 Westpark Dr., Ste. 300
Houston, TX 77063-5277

IN WITNESS WHEREOF, each of the undersigned have caused these Articles of Merger to be executed on their behalf as of the date first written above.


SURVIVING ENTITY:

CRAB ADDISON, INC.

By: 
Edward W. Engel, Vice-President

TERMINATING ENTITY:

CHLN—Idaho, Inc.

By: 
Edward W. Engel, Vice-President

SECRETARY OF STATE
AGREEMENT AND PLAN OF MERGER OF IDAHO

This agreement and Plan of Merger (this "Plan") is made effective as of January 1, 2011 by and among:

Crab Addison, Inc., a Texas Corporation,

and

CHLN—Idaho, Inc., an Idaho Corporation.

Both entities listed above are referred to collectively herein as the "*Parties*", and individually as a "*Party*".

RECITALS

WHEREAS, Crab Addison, Inc. is a corporation duly organized and existing under the laws of the State of Texas; and

WHEREAS, the Board of Directors and the sole stockholder of CHLN—Idaho, Inc. has adopted a written consent approving the merger with and into Crab Addison, Inc. as well as the form and provisions of this Plan; and

WHEREAS, the Board of Directors and the sole stockholder of Crab Addison, Inc. has adopted a written consent approving a merger with CHLN—Idaho, Inc. as well as the form and provisions of this Plan; and

WHEREAS, both Parties deem it advisable and in the best interests of their respective sole stockholder to merge the two corporations pursuant to the terms and conditions set forth herein;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged the parties agree as follows:

1. Merger. Subject to the terms and conditions of the Plan, CHLN—Idaho, Inc. shall merge with and into Crab Addison, Inc., (the "*Merger*") at the Effective Time (as defined below). The Merger is in compliance with the laws of each of the jurisdictions in which the Terminating Entity (as defined below) is organized or incorporated. Crab Addison, Inc. shall be the entity surviving the Merger (the "*Surviving Entity*"). The separate existence of the other party (the "*Terminating Entity*") shall cease at the Effective Time.
2. Effective Time. The Merger shall become effective at the time and date that the Articles of Merger are filed with the Secretary of State (the "*Effective Time*").
3. Organizational Documents. The Articles of Incorporation and other organizational documents of Crab Addison, Inc. in effect, as of the Effective Time, shall remain the

Articles of Incorporation and the organizational documents of the Surviving Entity without any modification or amendment.

4. **Officers and Directors.** The officers and directors of Crab Addison, Inc., as of the Effective Time, will remain the officers and directors of the Surviving Entity, until the appointment, election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Articles of Incorporation and the organizational documents of the Surviving Entity.
5. **Manner and Basis of Converting the Shares of the Terminating Entity.**
 - (a). All shares of capital stock of the Terminating Entity, issued and outstanding as of the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and extinguished. All of the issued and outstanding shares of the corporations participating in the merger are owned by Ignite Restaurant Group, Inc., a Delaware corporation, in identical proportions.
 - (b) The Surviving Entity will be responsible for the payment of all fees and franchise taxes or similar obligations of the Terminating Entity and shall be obligated to pay such fees and franchise taxes as appropriate.
6. **Assets and Liabilities.** All of the assets and properties, including real estate and other property of the Terminating Entity shall, upon the Effective Time, be allocated to and all rights and interests thereto shall be vested in the Surviving Entity. All of the liabilities and obligations of the Terminating Entity shall, upon the Effective Time, be allocated to and vested in the Surviving Entity.
7. **Further Acts.** The Parties agree that they will do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of the Plan or of the Merger.
8. **Termination.** At any time prior to the filing of the Plan, the Articles of Merger with the Secretary of State, or other documents and instruments in connection with the Merger as appropriate, this Plan may be terminated by each of the Parties with regard to such Party's participation in the Merger. If a Party terminates its participation in this Plan, all rights and obligations of the other Parties hereunder shall continue without liability to the terminating party.
9. **Entire Agreement.** This Plan (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they are related in any way to the subject matter hereof.
10. **Succession and Assignment.** This Plan shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Plan or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties.
11. **Headings.** The section headings contained in this Plan are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Plan.

12. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail; return receipt requested, postage prepaid. Any party may send any notice, request, demand, claim or other communication, hereunder to the intended recipient using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until actually is received by the intended recipient. The mailing address is as follows:

9900 Westpark Drive, Suite 300, Houston, Texas 77063-5277

13. Severability. Any term or provision of the Plan that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Plan as of the date first written above.

SURVIVING ENTITY:

CRAB ADDISON, INC.

By: 
Edward W. Engel, Vice President

TERMINATING ENTITY:

CHLN—Idaho, Inc.

By: 
Edward W. Engel, Vice President