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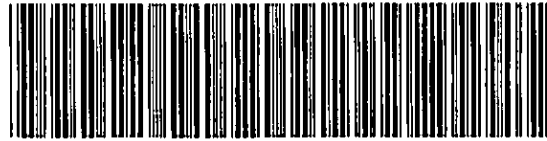
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STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

2017 DEC 21 A 11:19

FILED

DEC 22 2017

T. LEMIEUX

*Merkel*

December 20, 2017

**VIA OVERNIGHT MAIL**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

Re: Articles of Merger of Aubrey Good Employee Assistance Fund with and into Darden  
Dimes, Inc. (Darden Dimes, Inc. as the surviving corporation)

To Amendment Section, Division of Corporations:

The enclosed Articles of Merger and fee are submitted for filing. Please return all correspondence concerning this matter to the following:

- Mone Isaia, Secretary of Darden Dimes, Inc. at 1000 Darden Center Drive, Orlando, FL 32837

For further information concerning this matter, please call:

- Mone Isaia, at 407-245-5005

Sincerely,



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On Behalf of Darden Dimes, Inc.

**ARTICLES OF MERGER**

of

**AUBREY GOOD EMPLOYEE ASSISTANCE FUND,**  
a Texas nonprofit corporation

with and into

**DARDEN DIMES, INC.,**  
a Florida not-for-profit corporation

January 1, 2018

**FILED**  
2017 DEC 21 A 11: 16  
TALLAHASSEE, FLORIDA

The following Articles of Merger (these "Articles of Merger") are submitted to merge Darden Dimes, Inc., a Florida not-for-profit corporation and Aubrey Good Employee Assistance Fund, a Texas nonprofit corporation in accordance with Chapter 617 of the Florida Not For Profit Corporation Act.

**FIRST:** The exact name, form/entity type and jurisdiction for the **merging** party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<b>Aubrey Good Employee Assistance Fund</b>	Texas	Texas Nonprofit Corporation

**SECOND:** The exact name, form/entity type, and jurisdiction of the **surviving** party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<b>Darden Dimes, Inc.</b>	Florida	Florida Not-For-Profit Corporation

**THIRD:** The Plan of Merger is attached hereto as Exhibit A (the "Plan of Merger"). The Plan of Merger was approved by each corporation that is a party to the merger in accordance with the applicable provisions of the Florida Not For Profit Corporation Act and the Texas Business Organizations Code.

**FOURTH:** The effective date and time of the merger shall be January 1, 2018 at 12:01 a.m. Eastern Standard Time.

**FIFTH:** Adoption of Merger by Merging Party. There are no members of the merging not-for-profit corporation entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the board of directors of the merging corporation on December 18, 2017. The number of directors in office was five (5). The vote for the Plan of Merger was as follows: five (5) FOR, and zero (0)

AGAINST. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: five (5) FOR, and zero (0) AGAINST.

**SIXTH:** Adoption of Merger by Surviving Party. There are no members of the surviving not-for-profit corporation entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the board of directors of the surviving corporation on December 19, 2017. The number of directors in office was six (6). The vote for the Plan of Merger was as follows: six (6) FOR, and zero (0) AGAINST. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: six (6) FOR, and zero (0) AGAINST.

*[Remainder of page intentionally left blank; Signatures on following page]*

IN WITNESS WHEREOF, these Articles of Merger are hereby executed on behalf of each of the parties by their respective authorized officers, as of the date first set forth above.

**SURVIVING CORPORATION:**

**DARDEN DIMES, INC.**

By: Mone Isaiia  
Name: Mone Isaiia  
Title: Secretary

**MERGING CORPORATION:**

**AUBREY GOOD EMPLOYEE ASSISTANCE FUND**

By: [Signature]  
Name: Ian Baines  
Title: Executive Director

**EXHIBIT A**

**Plan of Merger**

*(see attached)*

**PLAN OF MERGER**  
**OF**  
**AUBREY GOOD EMPLOYEE ASSISTANCE FUND**  
**WITH AND INTO**  
**DARDEN DIMES, INC.**

This **PLAN OF MERGER** (the “Plan of Merger”) is agreed to and adopted by and between Darden Dimes, Inc., a Florida not-for-profit corporation (“Darden Dimes”), and Aubrey Good Employee Assistance Fund, a Texas nonprofit corporation (“Cheddar’s Change”), as of this 1st day of January, 2018, pursuant to the applicable provisions of the Florida Not For Profit Corporation Act, as amended, and the Texas Business Organizations Code, as amended. Darden Dimes and Cheddar’s Change may be referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Darden Restaurants, Inc. entered into a certain definitive agreement to acquire Cheddar’s Restaurant Holding Corp. (“Cheddar’s”) through a merger transaction (the “Transaction”), and as a result of the Transaction, Cheddar’s became an indirect, wholly-owned subsidiary of Darden Restaurants, Inc.;

**WHEREAS**, Darden Dimes is formed and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code to the benefit of employees of Darden Restaurants, Inc. (or any affiliate thereof);

**WHEREAS**, Cheddar’s Change is formed and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code to the benefit of employees of Cheddar’s Casual Café, Inc.;

**WHEREAS**, as part of the Transaction, management of Darden Dimes and Cheddar’s Change reviewed the governance structure of the Parties and developed proposals to support more efficient, agile, and centralized decision making across the system after the Transaction; and

**WHEREAS**, management of Darden Dimes and Cheddar’s Change approved actions to help achieve this goal, including the merger of Cheddar’s Change with and into Darden Dimes; and

**WHEREAS**, the Boards of Directors of Darden Dimes and Cheddar’s Change desire to effect the merger of Cheddar’s Change with and into Darden Dimes in accordance with the terms and conditions of this Plan of Merger.

**NOW THEREFORE**, in consideration of the mutual agreements, covenants, terms, and conditions contained herein, the Parties agree as follows:

1. **Merger.** Cheddar’s Change and Darden Dimes shall be merged into a single corporation in accordance with the applicable provisions of the state laws governing each Party,

by Cheddar's Change merging with and into Darden Dimes, which latter corporation shall be the surviving corporation (the "Merger").

2. **Merger Effective Date.** The Merger shall be effective January 1, 2018 at 12:01 a.m. Eastern Standard Time following the filing of Articles of Merger as provided by the laws of the State of Florida (the "Merger Effective Date").

3. **Terms and Conditions of Merger.** As of the Merger Effective Date:

a. The separate existence of Cheddar's Change shall cease, except to the extent provided by the laws of the State of Florida, and Darden Dimes shall continue to exist under and be governed by Chapter 617 of the Florida Statutes.

b. Darden Dimes shall, without further transfer, succeed and hereafter possess and enjoy all of the rights, privileges, immunities, powers and franchises of a public as well as of a private nature, of the Parties; and all property, real, personal and mixed, of and all debts due to the Parties on whatever account, all things in action, and all and every other interest of, or belonging or due to, each of the Parties shall be taken and deemed to be transferred to and vested in Darden Dimes without further act or deed; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of the Parties shall not revert or be in any way impaired by reason of the Merger.

c. All rights of creditors and all liens, if any, upon the property of the Parties shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of the Parties shall become the responsibility and liability of Darden Dimes, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

4. **Articles of Incorporation and Bylaws.** The Articles of Incorporation and Bylaws of Darden Dimes as the surviving corporation shall survive and shall remain in effect following consummation of the Merger, until further amended as permitted by law and by Darden Dimes' governing documents and agreements.

5. **Further Assurances.** If at any time Darden Dimes shall consider that any further assignment or assurance in law is necessary or desirable to vest in Darden Dimes the title to any property or rights of Cheddar's Change, the proper officers or directors of Darden Dimes are fully authorized in the name of Cheddar's Change to execute and make all such proper assignments and assurances in law and do all things necessary or proper to vest such property or rights in Darden Dimes, and otherwise to carry out the purposes of this Plan of Merger.

6. **Approval.** This Plan of Merger shall be submitted to the Board of Directors of Darden Dimes (the "Darden Board") and the Board of Directors of Cheddar's Change (the "Cheddar's Board"), and it shall be deemed and be taken to be the Plan of Merger of the Parties upon the adoption thereof by Darden Board and Cheddar's Board, in accordance with the requirements of the applicable state laws governing each Party prior to the Merger, and upon the execution, filing, and recording of such documents and the doing of such other acts as shall be required for accomplishing the Merger under the provisions of the applicable state laws governing each Party prior to the Merger.



7. **Termination/Abandonment.**

a. At any time prior to the filing of the Articles of Merger, this Plan of Merger may be terminated and abandoned for any reason by action duly authorized by either Party, notwithstanding any approvals of this Plan of Merger by the board of directors of the Parties.

b. In the event of the termination and abandonment of this Plan of Merger pursuant to the provisions of Section 7(a), this Plan of Merger shall be void and have no effect, without any liability on the part of either Party, or the Parties' members, directors, or officers.

8. **Counterparts.** This Plan of Merger may be executed in counterparts and each counterpart, when so executed and delivered, shall constitute an original instrument, and it shall not be necessary when making proof of this Plan of Merger or any counterpart hereto to produce or account for any other counterparts.

*[Remainder of page intentionally left blank; Signatures on following page]*

IN WITNESS WHEREOF, this Plan of Merger is hereby executed on behalf of each of the Parties by their respective authorized officers, as of the date first set forth above.

DARDEN DIMES, INC.

AUBREY GOOD EMPLOYEE  
ASSISTANCE FUND



Name: Mone Isaia

Name: Ian Baines

Title: Secretary

Title: Executive Director