

193606

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MERGER OR SHARE EXCHANGE

BURGER KING CORPORATION

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**ARTICLES OF MERGER
OF
BURGER KING BRANDS, INC.,
a Delaware corporation,
INTO
BURGER KING CORPORATION
a Florida corporation**

FILED
2009 JUN 26 AM 9:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger is submitted in accordance with Section 607.1105 of the Florida Statutes.

FIRST: The name and jurisdiction of the surviving corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
Burger King Corporation	Florida	193606

SECOND: The name and jurisdiction of the merging corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
Burger King Brands, Inc.	Delaware	2242553

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective as of 12:01 a.m. on July 1, 2009.

FIFTH: The Plan of Merger was adopted by the sole shareholder of the surviving corporation on June 15, 2009.

SIXTH: The Plan of Merger was adopted by the sole shareholder of the merging corporation on June 15, 2009.

SEVENTH: Signatures for each corporation:

<u>Name of Corporation</u>	<u>Signature of Authorized Officer</u>	<u>Name and Title of Authorized Officer</u>
Burger King Corporation	<u>Jessie Kline-Klein</u>	Vice President & Assistant Secretary
Burger King Brands, Inc.	<u>Jessie Kline-Klein</u>	Assistant Secretary

Executed on June 23, 2009

**PLAN OF MERGER
OF
BURGER KING BRANDS, INC.,
a Delaware Corporation
INTO
BURGER KING CORPORATION,
a Florida Corporation**

THIS PLAN OF MERGER (the "Plan") is entered into as of the 15th day of June, 2009 by and between BURGER KING BRANDS, INC., a Delaware corporation (the "Merging Entity"), and BURGER KING CORPORATION, a Florida corporation (the "Surviving Entity").

RECITALS:

WHEREAS, the Merging Entity is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the Surviving Entity is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the laws of the State of Delaware and State of Florida permit a merger of a Delaware corporation with and into a Florida corporation;

WHEREAS, the Merging Entity is a wholly-owned subsidiary of the Surviving Entity;

WHEREAS, the Board of Directors and the sole shareholder of the Merging Entity deem it advisable and in the best interest of the Merging Entity and its shareholder, that the Merging Entity merge with and into the Surviving Entity pursuant to the Delaware Statutes and Florida Statutes; and

WHEREAS, the Board of Directors and the sole shareholder of the Surviving Entity deem it advisable and in the best interest of the Surviving Entity and its shareholder that the Merging Entity merge with and into the Surviving Entity pursuant to the Delaware Statutes and Florida Statutes;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Plan, and in order to consummate this transaction described above, the Merging Entity and the Surviving Entity agree as follows:

1. The foregoing recitals are hereby incorporated into this Plan in their entirety.
2. The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged into the Surviving Entity, as a single corporation, upon the terms and conditions of this Plan, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving corporation and they further agree as follows:

a. From and after the Effective Time (as defined below), and until further amended, altered, or restated as provided by law, the Amended and Restated Articles of Incorporation of the Surviving Entity separate and apart from this Plan shall be and may be separately certified as the Articles of Incorporation of the Surviving Entity.

b. The Amended and Restated Bylaws of the Surviving Entity in effect at the Effective Time shall be the bylaws of the Surviving Entity until it shall be altered, amended, or replaced or until new bylaws are adopted as provided therein.

c. The officers and Board of Directors of the Surviving Entity shall be the officers and Board of Directors of the Surviving Entity at the Effective Time.

3. This Plan was submitted to the shareholders of the Merging Entity and the Surviving Entity for their consent and approval in accordance with the Delaware General Corporation Law and the Florida Business Corporation Act, was adopted and approved in accordance with the laws of the State of Delaware and the State of Florida, and this Plan, and the appropriate Articles of Merger and such other documents as are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Delaware and State of Florida.

4. The effective time for all purposes herein of the merger of the Merging Entity with and into the Surviving Entity shall be 12:01 a.m. on July 1, 2009 (the "Effective Time" of the merger).

5. At the Effective Time, (i) each share of the Merging Entity's common stock issued and outstanding as of the date thereof will be cancelled without any consideration being paid therefore, and (ii) each share of the Surviving Entity's common stock outstanding immediately prior to the Effective Date will continue to represent one share of common stock of the Surviving Entity.

6. At the Effective Time, the transfer books of the Merging Entity shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.

7. Prior to and at the Effective Time, the Merging Entity and Surviving Entity shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Time the Surviving Entity shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of the Merging Entity, the officers and directors of the Merging Entity shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Plan.

8. On and after the Effective Time, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Entity; all debts due to the Merging Entity of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest

of either of the entities shall be effectively the property of the Surviving Entity; the title to any real estate vested by deed or otherwise vested in the Merging Entity shall not revert or be in any way impaired, by reason of the merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

9. The principal office of the Surviving Entity shall be 5505 Blue Lagoon Drive, Miami, Florida 33126.

10. This Plan embodies the entire agreement between the parties with respect to the subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Plan.

11. This Plan is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon the Merging Entity and the Surviving Entity and their respective successors and assigns; nothing in this Plan, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Plan.

12. This Plan of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile and other electronic signatures (including by PDF) shall have the same effect as original signatures.

[Signatures on Following Page]

NOW, THEREFORE, the Merging Entity and Surviving Entity have signed this Plan of Merger on the date first written above.

BURGER KING BRANDS, INC.,
a Delaware corporation

By: Lisa Giles-Klein
Name: Lisa Giles-Klein
Title: Assistant Secretary

BURGER KING CORPORATION,
a Florida corporation

By: Lisa Giles-Klein
Name: Lisa Giles-Klein
Title: Vice President & Assistant Secretary