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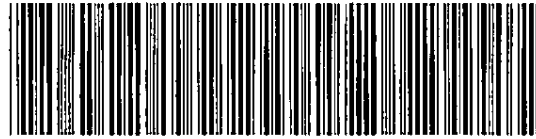
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2022 DEC 22 PM 1:00

SECRETARY OF STATE
TALLAHASSEE, FL

g 12/29/2022

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 12/22/2022

Acc#I20160000072

en: c DW

Name:	Burger King Corporation
Document #:	
Order #:	14690335

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
Certified Copy of	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

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Amount: \$ 70.00

Thank you!



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 27, 2022

CT CORP

SUBJECT: BURGER KING CORPORATION
Ref. Number: 193606

CORRECTED
Please Allow For
Same File Date

We have received your document for BURGER KING CORPORATION and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

The merger or share exchange should be signed by the chairman or vice chairman of the board of directors, the president or any other officer for each corporation involved in the merger or share exchange.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden
Regulatory Specialist II

Letter Number: 122A00028845

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2022 DEC 28 PM 12:45
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

BURGER KING CORPORATION
(a Florida corporation)

with and into

BURGER KING HOLDINGS, INC.
(a Delaware corporation)

Dated December 22, 2022

FILED

2022 DEC 22 PM 1:00

SECRETARY OF STATE
TALLAHASSEE, FL

Pursuant to and in accordance with the provisions of Section 607.1101, 607.1104, and 607.1105 of the Florida Business Corporation Act ("FBCA"), Burger King Holdings, Inc., a Delaware corporation ("Parent") does hereby certify that, in connection with the merger of Burger King Corporation, a Florida corporation and wholly-owned subsidiary of Parent ("Subsidiary"), with and into Parent (the "Merger");

1. Constituent Corporations. The name and state of incorporation of each of the constituent corporations are as follows:

(a) Burger King Corporation	a Florida corporation;
(b) Burger King Holdings, Inc.	a Delaware corporation.
2. Plan of Merger. The Agreement and Plan of Merger (the "Plan"), dated as of December 22, 2022, is attached hereto as Exhibit A.
3. Merger Permitted by Law. The laws of the State of Delaware, the jurisdiction of incorporation of Parent, permit the Merger of Subsidiary, a corporation of the State of Florida, with Parent, a corporation of the State of Delaware.
4. Surviving Corporation. The name of the surviving corporation is Burger King Holdings, Inc., a Delaware corporation (the "Surviving Corporation"). The Certificate of Incorporation of the Surviving Corporation, as on file with the Secretary of State of the State of Delaware, shall be the Certificate of Incorporation of the Surviving Corporation.
5. Effective Time. The Merger shall be effective as of December 23, 2022 at 8:00 a.m. Eastern Time (the "Effective Time"). At the Effective Time, by virtue of the Merger and without any action on the part of Subsidiary or the Surviving Corporation, Subsidiary shall be merged with and into Surviving Corporation, with Surviving Corporation being the surviving corporation of the Merger and the separate existence of Subsidiary shall thereupon cease. The Merger shall have the effects set forth in Section 607.1106 of the FBCA, and all property, rights, privileges, policies and franchises of each of the Surviving Corporation and Subsidiary shall vest in the Surviving Corporation and all debts, liabilities

and duties of each of the Surviving Corporation and Subsidiary shall become the debts, liabilities and duties of the Surviving Corporation.

6. Date of Plan Adoption. The Plan was approved (i) by the unanimous written consent of the Board of Directors of Parent dated as of December 22, 2022 and (ii) by the unanimous written consent of the Board of Directors of Subsidiary dated as of December 22, 2022. The approval of Parent as the sole stockholder of Subsidiary is not required in connection with the Merger.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed these Articles as of the date first set forth above.

BURGER KING HOLDINGS, INC.

By: /s/ Michele Keusch
Name: Michele Keusch
Title: Assistant Secretary

BURGER KING CORPORATION

By: /s/ Michele Keusch
Name: Michele Keusch
Title: Assistant Secretary

Exhibit A

AGREEMENT AND PLAN OF MERGER

Attached

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is dated as of December 22, 2022, by and between Burger King Holdings, Inc., a Delaware corporation ("*Acquiring Company*"), and Burger King Corporation, a Florida corporation ("*Target Company*"). Acquiring Company and Target Company are hereinafter sometimes collectively referred to as the "*Constituent Entities*."

RECITALS

WHEREAS, Acquiring Company is a corporation duly incorporated and existing under the laws of the State of Delaware;

WHEREAS, Target Company is a corporation duly incorporated and existing under the laws of the State of Florida and is a wholly-owned subsidiary of Acquiring Company; and

WHEREAS, the boards of directors of the Constituent Entities have authorized and approved this Agreement and the merger of Target Company with and into Acquiring Company (the "*Merger*") upon the terms and subject to the conditions set forth in this Agreement in the manner required by applicable law, and the vote of the sole shareholder or stockholder, as applicable, of the Constituent Entities is not required in connection with the Merger.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, Burger King Corporation, a Florida corporation, shall be merged with and into Burger King Holdings, Inc., a Delaware corporation, pursuant to and in accordance with the applicable provisions of the Section 253 of the General Corporation Law of the State of Delaware (the "*DGCL*") and Section 607.1104 of the Florida Business Corporation Act (the "*FBCA*"), the separate corporate existence of Burger King Corporation shall cease, and Burger King Holdings, Inc. shall continue its existence as a Delaware corporation under the DGCL as the surviving corporation in the Merger ("*Surviving Corporation*").

2. Effective Time. The Merger shall be effective at the date and time set forth in, and on the date of the filing of, (i) a Certificate of Ownership and Merger with the Secretary of State of Delaware meeting the requirements of Section 253 of the DGCL, and (ii) Articles of Merger with the Florida Department of State meeting the requirements of Section 607.1104 of the FBCA (the "*Effective Time*").

3. Certificate of Incorporation; Bylaws of Acquiring Company. At the Effective Time: (a) the certificate of incorporation of Acquiring Company as in effect immediately prior to the Effective Time shall be, from and after the Effective Time, the certificate of incorporation of Surviving Corporation until thereafter amended in the manner provided by applicable law; and (b) the bylaws as in effect immediately prior to the Effective Time shall be, from and after the Effective Time, the bylaws of Surviving Corporation until thereafter amended in the manner provided by applicable law.

4. Directors and Officers. The directors and officers of Acquiring Company immediately prior to the Effective Time shall be, from and after the Effective Time, the directors and officers, respectively, of the Surviving Corporation until their respective successors are duly elected and qualified or until their earlier death, resignation or removal as provided by law.

5. Authorization. Prior to the Effective Time, each of the Constituent Entities shall take all such lawful action (including, without limitation, obtaining the approval of this Agreement and the Merger by the managers of the Target Company and the board of directors of the Acquiring Company) necessary to consummate the Merger.

6. Effect of Merger on Capital Stock. At the Effective Time: (i) all outstanding shares of the capital stock of Target Company outstanding immediately prior to the Effective Time (owned solely by Acquiring Company) shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and retired and shall cease to exist, and no consideration shall be issued in respect thereof; and (ii) each issued and outstanding share of common stock of Acquiring Company immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain outstanding as one fully paid and nonassessable share of common stock of the Surviving Corporation.

7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

8. Amendment. At any time prior to the Effective Time, this Agreement may be amended, to the fullest extent permitted by applicable law, by an agreement in writing duly approved by the board of directors of each of the Constituent Entities.

9. Termination. At any time prior to the Effective Time, this Agreement may be terminated and abandoned, to the fullest extent permitted by applicable law, by the board of directors of either of the Constituent Entities.

10. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles thereof.

12. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

ACQUIRING COMPANY:

BURGER KING HOLDINGS, INC., a
Delaware corporation

By: /s/ Michele Keusch
Name: Michele Keusch
Title: Assistant Secretary

TARGET COMPANY:

BURGER KING CORPORATION, a
Florida corporation

By: /s/ Michele Keusch
Name: Michele Keusch
Title: Assistant Secretary