



THE UNITED STATES
CORPORATION
COMPANY

A95000001892

ACCOUNT NO. : 072100000032

REFERENCE : 645156 84041A

AUTHORIZATION : Patricia Pzyts

COST LIMIT : \$ 83.75

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

97 DEC 23 PM 3:12

FILED

ORDER DATE : December 22, 1997

ORDER TIME : 1:27 PM

ORDER NO. : 645156-045

CUSTOMER NO: 84041A

CUSTOMER: Ms. Norma Deguenther
Outback Steakhouse Of Florida,
Suite 200
550 North Reo Street
Tampa, FL 33609

~~700002381217-8~~

~~GP97000000844-8~~

200002386642--7

ARTICLES OF MERGER

MULTIPLE NAMES

INTO

OUTBACK STEAKHOUSE OF CENTRAL
FLORIDA-II, LTD:

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY
☒ PLAIN STAMPED COPY
☒ GOOD STANDING REFLECTING MERGER

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS:

Def 12/23

400000000004

STATEMENT OF PARTNERSHIP MERGER
OF
OUTBACK STEAKHOUSE OF CENTRAL FLORIDA-II, LTD.

Under Section 620.8907, Florida Statutes

FILED
97 DEC 23 PM 3:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 620.8907 of the Florida Statutes, the undersigned hereby certify by this Statement of Partnership Merger as follows:

1. The name of each partnership or limited partnership, as identified in the records of the Department of State, that is a party to the merger is as follows:

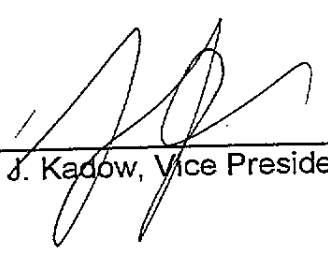
<u>Entity</u>	<u>Charter</u>	<u>State</u>
Orange Park Steakhouse, Ltd.	A32673	FL
Cooper 1 General Partnership	GP9700000835	FL
Outback Steakhouse of Central Florida-II, Ltd.	A95000001892	FL

2. The name of the surviving entity into which the above-named partnerships are being merged is Outback Steakhouse of Central Florida-II, Ltd..
3. The street address of the surviving entity's chief executive office in this state is: 550 North Reo Street, Suite 200, Tampa, Florida 33609.
4. The surviving entity of the merger is a limited partnership.
5. The effective date of the merger shall be the date this Statement of Partnership Merger is filed with the Florida Department of State.
6. The execution of this statement as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, the undersigned, being the sole general partner of the Surviving Entity, has caused this Statement of Partnership Merger to be executed on behalf of the partnerships this 17th day of December, 1997.

OUTBACK STEAKHOUSE OF CENTRAL FLORIDA-II, LTD., a Florida limited partnership:

By: OUTBACK STEAKHOUSE OF FLORIDA, INC., a Florida corporation, its general partner

By: 
Joseph J. Kadow, Vice President

NORMA\WIP97\GP-P3MER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of this 19th day of December, 1997, by and among COOPER 1 GENERAL PARTNERSHIP, a Florida general partnership (the "General Partnership"), ORANGE PARK STEAKHOUSE, LTD. a Florida limited partnership (the "Limited Partnership"), and OUTBACK STEAKHOUSE OF CENTRAL FLORIDA-II, LTD (the "Central Florida" or "Surviving Partnership").

WITNESSETH:

WHEREAS, Central Florida, the Limited Partnership and the General Partnership are each engaged in the operation of Outback Steakhouse® restaurants in Florida. To achieve administrative and operating economies, and to eliminate duplicative overhead expenses, the constituent partnerships desire to merge on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, the constituent partnerships hereby agree that the Limited Partnership and the General Partnership will merge into Central Florida on the terms and conditions of this Agreement and Plan of Merger (the "Plan"), pursuant to and in accordance with Section 620.8905 of the Florida Statutes (1997):

SECTION 1.

THE MERGER

1.1. Effect of Merger. On the Effective Date (as defined in Section 4.1), the Limited Partnership and General Partnership shall be merged with and into Central Florida, pursuant to and in accordance with Section 620.8905 of the Florida Statutes (1997). The separate existence of the Limited Partnership and General Partnership shall thereupon cease, and Central Florida, as the Surviving Partnership, shall be fully vested in the rights, privileges, immunities, powers and franchises of the Limited Partnership and General Partnership, subject to the restrictions, liabilities, disabilities, and duties, all as more particularly set forth in Section 620.8906 of the Florida Statutes (1997).

1.2. Further Assurances. From time to time as and when requested by Central Florida or its successors or assigns, the general partner and limited partners of the Limited Partnership and General Partnership last in office shall execute and deliver such deeds and other instruments and shall take or cause to be taken such other actions as shall be necessary to vest or perfect in or to confirm of record or otherwise, Central Florida's title to, and possession of, all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Limited Partnership and General Partnership, and otherwise to carry out the purposes of this Plan.

1.3. Agreement of Limited Partnership. The Agreement of Limited Partnership of Central Florida, as amended and in effect immediately prior to the Effective Date, shall be the Agreement of Limited Partnership of the Surviving Partnership until further amended as provided by law.

1.4. General Partner and Limited Partners. Subject to Section 2.2 below, the general partner and limited partners of Central Florida in office on the Effective Date shall remain the general partner and limited partners of the Surviving Partnership.

1.5. Street Address of Surviving Partnership. The street address of the Surviving Partnership's chief executive office is 550 North Reo Street, Suite 200, Tampa, Florida 33609.

SECTION 2.

CONVERSION OF INTERESTS

2.1. Central Florida. Each interest of Central Florida outstanding prior to the Effective Date and all rights in respect thereof shall be unaffected by the merger and shall, upon the Effective Date, remain the same.

2.2. Partnerships.

(a) Each partnership interest in the Limited Partnership and General Partnership immediately prior to the Effective Date shall, by virtue of the merger and without any further action on the part of the holder thereof, be converted by the merger into a limited partnership interest in the Surviving Partnership, as provided in the Agreement of Limited Partnership of the Surviving Partnership.

(b) After the Effective Date, no partner of the Limited Partnership or General Partnership shall have any rights other than those set forth above in this Section 2.2.

SECTION 3.

GENERAL PROVISIONS

3.1. Limited Partnership. Each Limited Partnership represents and warrants that it is a Florida limited partnership and its status is active and current.

3.2. General Partnership. The General Partnership represents and warrants that it is a Florida limited partnership and its status is active and current.

SECTION 4.

GENERAL PROVISIONS

4.1. Effective Date. The merger of Limited Partnership and General Partnership into Central Florida shall become effective (the "Effective Date") when filed with the Florida Department of State.

4.2. Choice of Law. This Plan shall be governed by, and construed and enforced in accordance with, the laws of Florida, excluding the laws of Florida relating to the resolution of conflicts among laws of different jurisdictions.

4.3. Termination. At any time before the Effective Date (whether before or after filing of Statement of Merger), this Plan may be terminated and the merger abandoned (subject to contractual rights, if any) by the general partner of each of the constituent partnerships, notwithstanding favorable action by the partners of interest of the respective constituent partnerships.

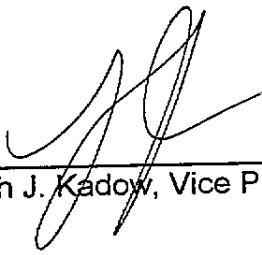
IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed by their duly authorized general partner on the date first written above.

Each party signing for itself and as a partner of the
"General Partnership:"

"Surviving Partnership:"

OUTBACK STEAKHOUSE OF CENTRAL FLORIDA-
II, LTD., a Florida limited partnership

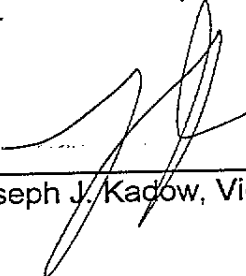
By: OUTBACK STEAKHOUSE OF FLORIDA,
INC., a Florida corporation, its general
partner

By: 
Joseph J. Kadow, Vice President

"Limited Partnership:"

ORANGE PARK STEAKHOUSE, LTD., a Florida
limited partnership

By: OUTBACK STEAKHOUSE OF FLORIDA,
INC., a Florida corporation, its general
partner

By: 
Joseph J. Kadow, Vice President

NORMA/FORMS/MERGER