

L080000 68898

(Requestor's Name)

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(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

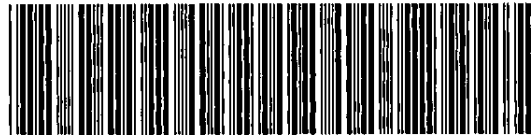
(Business Entity Name)

(Document Number)

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RECEIVED

08 SEP 26 AM 10:45

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED

08 SEP 26 AM 11:15

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

B. KOHR

OCT - 2 2008

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 737022 4300325

AUTHORIZATION

*[Handwritten signature]*

COST LIMIT : \$ 60.00

ORDER DATE : September 26, 2008

ORDER TIME : 8:28 AM

ORDER NO. : 737022-005

CUSTOMER NO: 4300325

ARTICLES OF MERGER

BUCA FINANCING, LLC

INTO

BUCA, INC.

FILED  
08 SEP 28 AM 11:15  
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Cindy Harris

EXAMINER'S INITIALS: \_\_\_\_\_

**CERTIFICATE OF MERGER**  
**OF**  
**BUCA FINANCING, LLC**  
**WITH AND INTO**  
**BUCA, INC.**

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**Under Section 608.4382 of the**  
**Florida Limited Liability Company Act**

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**FILED**  
**08 SEP 26 AM 11:15**  
**TALLAHASSEE, FLORIDA**

*First:* The exact name, form/entity type, and jurisdiction for each merging party are as follows:

| <b>Name</b>         | <b>Jurisdiction</b> | <b>Form/Entity Type</b>   |
|---------------------|---------------------|---------------------------|
| BUCA Financing, LLC | Florida             | Limited liability company |
| BUCA, Inc.          | Minnesota           | Corporation               |

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

| <b>Name</b> | <b>Jurisdiction</b> | <b>Form/Entity Type</b> |
|-------------|---------------------|-------------------------|
| BUCA, Inc.  | Minnesota           | Corporation             |

*Third:* The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

*Fourth:* The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

*Fifth:* The merger shall be effective upon the filing of the Certificate of Merger with the Florida Department of State and the filing of the Articles of Merger with the Minnesota Secretary of State.

*Sixth:* BUCA's principal office address in its home state, country or jurisdiction is as follows:

BUCA, Inc.  
1300 Nicollet Mall, Suite 5003  
Minneapolis, Minnesota 55403  
Attn: Chief Executive Officer

*Seventh:* BUCA agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

*Eighth:* BUCA is an out-of-state entity <sup>not</sup> qualified to transact business in the state of Florida.  
^

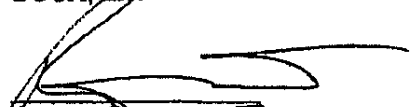
(a.) The Florida Department of State may use the following address for purposes of s. 48.181, F.S.:

BUCA, Inc.  
1300 Nicollet Mall, Suite 5003  
Minneapolis, Minnesota 55403  
Attn: Chief Executive Officer

(b.) BUCA appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

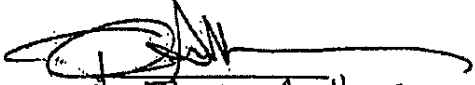
*Ninth:* Signature(s) for Each Party:

BUCA, Inc?



Name: *Richard Frestel*  
Title: *General Counsel + Secretary*

BUCA Financing, LLC



Name: *Thomas Avallone*  
Title: *Manager*

## Plan of Merger

*First:* The exact name, form/entity type, and jurisdiction for each merging party are as follows:

| Name                | Jurisdiction | Form/Entity Type          |
|---------------------|--------------|---------------------------|
| BUCA Financing, LLC | Florida      | Limited liability company |
| BUCA, Inc.          | Minnesota    | Corporation               |

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

| Name       | Jurisdiction | Form/Entity Type |
|------------|--------------|------------------|
| BUCA, Inc. | Minnesota    | Corporation      |

*Third:* The terms and conditions of the merger are as set forth in the:

The attached Agreement and Plan of Merger, dated as of August 5, 2008, by and among BUCA, Planet Hollywood International, Inc. and BUCA Financing, LLC (the "Merger Agreement").

*Fourth:*

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

By virtue of the Merger and without any action on the part of the holders of any securities of the BUCA, Inc. (the "Company") or membership interests of BUCA Financing, LLC (the "Purchaser") (the "Purchaser Membership Interests"), the manner and basis of converting the Shares and the Purchaser Membership Interests shall be as follows:

- (a) Each share of Purchaser Membership Interests issued and outstanding immediately prior to the date on which the Merger shall become effective (the "Effective Time") shall be converted into and become one validly issued, fully paid and nonassessable share of common stock, par value \$0.01 per share, of the surviving corporation, which will constitute the only issued and outstanding shares of capital stock of the surviving corporation immediately after the Effective Time.
- (b) All Shares that are owned by Planet Hollywood International, Inc., Purchaser or any of their respective Subsidiaries or by any subsidiary of the Company shall be cancelled and shall cease to exist, and no consideration shall be delivered in exchange therefor.
- (c) Each share of common stock issued and outstanding immediately prior to the Effective Time, shall be converted into the right to receive \$0.45, payable to the holder thereof in

cash, without interest, subject to deduction for any required withholding of Tax (the "Merger Consideration"). From and after the Effective Time, all such shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of a certificate formerly representing any such Shares shall cease to have any rights with respect thereto, other than the right to receive the Merger Consideration.

- (d) The Merger Consideration shall be adjusted appropriately in the event the Company changes the number of shares of common stock, or securities convertible or exchangeable into or exercisable for shares of common stock, issued and outstanding immediately prior to the Effective Time as a result of a stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into the common stock), cash dividend, reorganization, recapitalization, reclassification, combination or other like change with respect to the common stock occurring on or after the date of the Merger Agreement and prior to the Effective Time.

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see above.

*Fifth:* Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Minnesota Registration Statement  
Minnesota Articles of Merger Filing

*Sixth:* Other provisions, if any, relating to the merger are as follows:

Please see the attached Merger Agreement.