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MERGER OR SHARE EXCHANGE
WENDY'S OF N.E. FLORIDA, LLC

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merger
@ 5/29/15

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ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the section 605.1025 and 607.1109, Florida Statutes.

First: The name and jurisdiction of the merging corporation is the following:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Wendy's of N.E. Florida, Inc.	Florida	corporation

Second: The name and jurisdiction of the surviving limited liability company is the following:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Wendy's of N.E. Florida, LLC	Florida	limited liability company

Third: The Agreement and Plan of Merger is attached hereto as Exhibit A.

Fourth: The merger shall become effective upon the filing of these Articles of Merger in the Office of the Secretary of the State of Florida.

Fifth: The Agreement and Plan of Merger was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with the applicable provisions of Chapters 607 and 605, Florida Statutes.

5/28/2015 12:25:35 PM From: To: 8506176380(3/11)

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of each of Wendy's of N.E. Florida, Inc. and Wendy's of N.E. Florida, LLC by its authorized officer as of this 28th day of May, 2015.

WENDY'S OF N.E. FLORIDA, INC.

By: 

Name: Gavin P. Waugh
Title: Vice President and Treasurer

WENDY'S OF N.E. FLORIDA, LLC

By: 

Name: Gavin P. Waugh
Title: Vice President and Treasurer

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EXHIBIT A

Agreement and Plan of Merger

(Attached)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of May 28, 2015 by and among Wendy's of N.E. Florida, Inc., a Florida corporation (the "Merging Entity"), and Wendy's of N.E. Florida, LLC, a Florida limited liability company (the "Company" or, after the Effective Time (as defined in Article IV hereof), the "Surviving Entity").

WITNESSETH:

WHEREAS, the Company is a limited liability company duly formed and validly existing under the laws of the State of Florida;

WHEREAS, the Merging Entity is a corporation duly formed and validly existing under the laws of the State of Florida;

WHEREAS, Section 605.1021 of the Florida Revised Limited Liability Company Act (the "LLC Act") and section 607.1108 of the Florida Business Corporation Act (the "FBCA") permit a corporation formed and existing under the FBCA to merge with and into a limited liability company formed and existing under the LLC Act;

WHEREAS, each of the parties hereto have duly authorized the merger of the Merging Entity with and into the Company pursuant to the terms of this Agreement;

WHEREAS, it is intended that, for U.S. federal income tax purposes, the merger of the Merging Entity with and into the Company shall qualify as a complete liquidation pursuant to Section 332 of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement shall constitute the adoption of a plan of complete liquidation under Section 332 of the Code; and

WHEREAS, all other conditions precedent to the merger of the Merging Entity with and into the Company have been, or prior to the Effective Time will be, satisfied or validly waived.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, in accordance with the applicable provisions of the LLC Act, the Merging Entity shall be, and hereby is, at the Effective Time, merged with and into the Company (the "Merger"), with the Company to be the Surviving Entity. The mode of carrying the Merger into effect shall be as follows:

ARTICLE I
MERGER

At the Effective Time, the Merging Entity shall be merged with and into the Company, the separate existence of the Merging Entity shall cease, the Company shall continue in existence and the Merger shall in all respects have the effects provided for by the applicable provisions of the LLC Act and the FBCA.

Prior to the Effective Time, the Company and the Merging Entity shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time after the Effective Time, the Surviving Entity shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper shareholders, directors, officers or other agents of the Merging Entity shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all such additional things necessary or proper to carry out the provisions hereof.

ARTICLE II
TERMS OF TRANSACTION

At the Effective Time, (a) all capital stock of the Merging Entity issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled in accordance with Section 3.1 below and (b) all limited liability company interest in the Company, shall remain outstanding as limited liability company interests in the Surviving Entity in accordance with Section 3.1 below.

Following the Effective Time, the Surviving Entity shall possess all the rights, privileges, powers and franchises of a public and private nature, and be subject to all the restrictions, disabilities and duties of each of the Merging Entity and the Company; and the rights, privileges, powers and franchises of each of said constituent entities to the Merger, and all property, real, personal and mixed, and all debts due to any of the Merging Entity and the Company on whatever account shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of the several and respective constituent entities to the Merger, and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida, in the Merging Entity or the Company, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the Merging Entity and the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Entity and the Company shall thenceforth attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

ARTICLE III
CONVERSION OF SHARES AND MEMBERSHIP INTERESTS

At the Effective Time:

(a) each share of common stock of the Merging Entity that is issued and outstanding immediately prior to the Effective Time shall be cancelled and converted into the right to receive one limited liability company interest of the Surviving Entity;

(b) each share of capital stock of the Merging Entity held in treasury as of the Effective Time shall, by virtue of the Merger, be canceled without payment of any consideration therefor and without any conversion thereof; and

(c) each limited liability company interest of the Company that is issued and outstanding immediately prior to the Effective Time shall remain outstanding as a limited liability company interest of the Surviving Entity.

ARTICLE IV
CERTIFICATE OF FORMATION AND
LIMITED LIABILITY COMPANY AGREEMENT

The Articles of Organization and Limited Liability Company Agreement of the Company as in effect at the Effective Time shall continue in full force and effect as the Articles of Organization and Limited Liability Company Agreement of the Surviving Entity following the Merger.

ARTICLE V
MANAGERS OF SURVIVING ENTITY

The Managers of the Surviving Entity are as follows:

- (d) Emil J. Brolick
- (e) Todd A. Penegor

(f) Dana Klein

The business address for the Managers is ONE DAVE THOMAS BLVD., DUBLIN, OH 43017.

ARTICLE VI
EFFECTIVE TIME

Articles of Merger evidencing the Merger (the "Articles of Merger") shall be filed with the Secretary of State of the State of Florida (the "Secretary of State") pursuant to the LLC Act and the FBCA and shall specify that the Merger shall become effective upon the filing of the Articles of Merger with the Secretary of State or such later time as is set forth in the Articles of Merger (such time of effectiveness, the "Effective Time").

ARTICLE VII
TERMINATION

At any time prior to the Effective Time, the parties hereto may terminate and abandon this Agreement.

ARTICLE VIII
AMENDMENTS

At any time prior to the Effective Time, the parties hereto may, to the fullest extent permitted by law, amend, modify or supplement this Agreement in such manner as they mutually may determine.

ARTICLE IX
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

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ARTICLE X
MISCELLANEOUS

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement and Plan of Merger as of the day and year first written above.

WENDY'S OF N.E. FLORIDA, INC.

By: 

Name: Gavin P. Waugh

Title: Vice President and Treasurer

WENDY'S OF N.E. FLORIDA, LLC

By: 

Name: Gavin P. Waugh

Title: Vice President and Treasurer