

PI1000041892

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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(Business Entity Name)

(Document Number)

Certified Copies

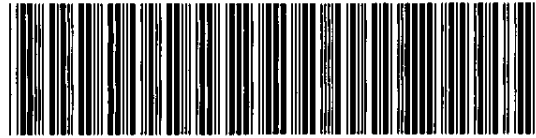
19

Certificates of Status

3

Special Instructions to Filing Officer:

Office Use Only



400207713394

*Merged &
Name Change*

05/24/11--01005--025 **70.00

05/24/11--01005--026 **166.25

05/24/11--01005--027 **26.25

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
2011 MAY 24 PM 1:30
FILED
NOT INTENDED
TO ACKNOWLEDGE
SUFFICIENCY OF FILING
ALLAHASSEE, FLORIDA
SECRETARY OF STATE

*Ad
5/24/11*

May 24, 2011

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Please provide the following:
- 19 (nineteen) certified copies
- 3 (three) good standings

*note name change in
plan of Merger under
Article II.

Re: Order #: 8133884 SO
Customer Reference 1: None Given
Customer Reference 2: None Given

Dear Department of State, Florida:

Please obtain the following:

DINC Merger Co. (FL)
Merger (Survivor)
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Freddy Morales
Corporate Operations Mgr.
freddy.morales@wolterskluwer.com

ARTICLES OF MERGER

(Profit Corporations)

FILED

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation is: DINC Merger Co., a Florida Corporation (the "Corporation").

Second: The name and jurisdiction of each merging corporation: Denny's, Inc., a California Corporation

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by surviving corporation -

The Plan of Merger was adopted by the shareholders of the surviving corporation on May 18, 2011.

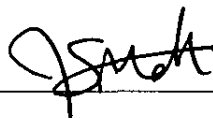
Sixth: Adoption of Merger by merging corporation -

The Plan of Merger was adopted by the shareholders of the merging corporation on May 18, 2011.

Seventh: SIGNATURES FOR EACH CORPORATION

DINC Merger Co.

By: _____

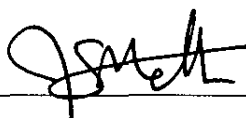


Its: _____

J. Scott Melton
Assistant General Counsel
and Secretary

Denny's, Inc.

By: _____



Its: _____

J. Scott Melton
Assistant General Counsel
and Secretary

PLAN OF MERGER

(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of 1108(d) of the California Corporations Code and any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 100 percent of the outstanding shares of each class of the subsidiary corporations:

<u>Name</u>	<u>Jurisdiction</u>
Denny's Corporation ("Parent Corporation")	Delaware

The name and jurisdiction of each **subsidiary** corporation:

<u>Name</u>	<u>Jurisdiction</u>
DINC Merger Co. ("Surviving Corporation")	Florida
Denny's, Inc. ("Merging Corporation")	California

WHEREAS, the parties desire to provide for the terms and conditions upon which a merger of the Merging Corporation with and into the Surviving Corporation would be consummated; and

WHEREAS, the Parent Corporation is the sole shareholder of all outstanding shares of the Merging Corporation and Surviving Corporation; and

WHEREAS, the Board of Directors of the Parent Corporation has approved the merger of the Merging Corporation with and into the Surviving Corporation pursuant to the terms of the Plan on March 30, 2011; and

WHEREAS, the Surviving Corporation presently has issued and outstanding 10,000 shares of common stock, par value \$ 0.10 per share:

NOW THEREFORE, in consideration of the promises and mutual agreements, provisions and covenants contained herein, it is agreed by and among the parties that, in accordance with the provisions of the States of Florida and California , the Merging Corporation shall be, and is, as of the Effective Date (as defined below) merged with and into the Surviving Corporation, with the Surviving Corporation being the sole remaining corporation and continuing its corporate existence and remaining a Florida corporation governed by the laws of that state, all on the terms and conditions set forth herein:

Article 1

Merger

1.1 Pursuant to the terms of this Plan, the Merging Corporation shall be merged with and into the Surviving Corporation in accordance with the laws of the State of Florida (the "Merger"), and the Surviving Corporation shall be the sole remaining corporation and the Merging Corporation shall cease on the Effective Date (as defined below).

1.2 The Merger shall become effective upon the date of filing of this Plan of Merger with the Secretary of State of Florida (the "Effective Date").

Article II

Name and Continued Corporate Existence of the Surviving Corporation

2.1 Upon the Effective Date of the Merger, the Surviving Corporation shall change its name from "DINC Merger Co." to "Denny's, Inc." (the "Name Change") and shall possess all the rights, privileges, immunities, powers and purposes of the Surviving Corporation and the Merging Corporation.

Article III

Assets and Liabilities

3.1 On and after the Effective Date, by operation of law all properties (real, personal and mixed), easements, leaseholds, licenses and interests of every kind, rights, privileges, powers and franchises of a public as well as a private nature, exemptions and immunities shall be vested in by the Surviving Corporation by virtue of this Merger and without any other instrument, and shall be as effectually properties of the Surviving Corporation as they were formerly of the Merging Corporation, and all rights of all creditors of, and all liens, mortgages or charges on property of, the Merging Corporation, shall be preserved unimpaired.

3.2 On and after the Effective Date, the Surviving Corporation shall by operation of law assume liability for all contracts, mortgages, deeds of trust, indentures, debts, obligations of any kind, liabilities and duties incurred by the Merging Corporation, and all shall, on and after the Effective Date, attach to the Surviving Corporation and be enforceable against it and its properties to the same extent as if incurred or contracted by the Surviving Corporation.

Article IV

Governance of Surviving Corporation

4.1 The articles of incorporation and by-laws of the Surviving Corporation will be amended to reflect the Name Change. The directors and officers of the Surviving Corporation immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation from and after the Effective Date.

Article V

Conversion of Securities

5.1 As of the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of the capital stock of the Merging Corporation, issued and outstanding immediately prior to the Effective Date, shall be canceled and shall cease to exist, without any consideration being payable thereof.

Article VI

Consummation of Merger

6.1 This Plan (a) constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof; (b) is not intended to confer upon any other person any rights or remedies hereunder; and (c) shall be governed in all respects, including validity; interpretation and effect, by the laws of the State of Florida.

6.2 The Surviving Corporation shall pay all expenses incident to carrying this Plan into effect.

6.3 Anything to the contrary notwithstanding, if the Board of Directors of the Parent Corporation in its discretion shall determine, at any time prior to the filing of this Plan pursuant to Section 1.2, that for any reason satisfactory to the Board of Directors, it is inadvisable or impractical to consummate this Plan, the Board of Directors may abandon or refrain from making this Plan effective, and in that case the Plan shall not be filed or recorded, and shall be void and of no effect.

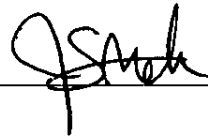
6.4 For the convenience of the parties and to facilitate filing and recording of this Plan, any number of counterparts may be executed, and each executed counterpart shall be deemed an original instrument.

IN WITNESS WHEREOF, Denny's Corporation, as the Parent Corporation and sole shareholder of the Surviving Corporation and the Merging Corporation, DINC Merger Co. as the "Surviving Corporation", and Denny's, Inc. as the "Merging Corporation" have caused this Plan to be signed by duly authorized officers on their behalf, all as of the date first written above.

Denny's Corporation

As the Parent Corporation and as Sole
Shareholder of the Surviving Corporation
and the Merging Corporation

By: _____

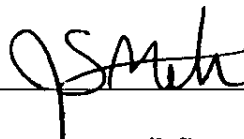


Its: _____

J. Scott Melton
Assistant General Counsel
and Secretary

DINC Merger Co. ("Surviving Corporation")

By: _____

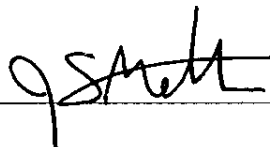


Its: _____

J. Scott Melton
Assistant General Counsel
and Secretary

Denny's, Inc. ("Merging Corporation")

By: _____



Its: _____

J. Scott Melton
Assistant General Counsel
and Secretary