

P97000066821

CT CORPORATION SYSTEM

CORPORATION(S) NAME

2) Florida Cooker LP, Inc.

Merging into: Cooker Restaurant Corporation

FILED
02 SEP 23 PM 3:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input checked="" type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

RECEIVED
02 SEP 23 PM 2:03
SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Name _____
Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____

9/23/02

AAM

Order#: 5601903

600007985086--7
-09/24/02--01049--023
Ref#: *****70.00 *****70.00
600007985086--7
-09/24/02--01049--024
Amount: \$ *****8.75 *****8.75

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

C. Coulliette SEP 24 2002

ARTICLES OF MERGER
Merger Sheet

MERGING:

FLORIDA COOKER LP, INC., a Florida corporation, P97000066821

INTO

COOKER RESTAURANT CORPORATION. an Ohio entity not qualified in
Florida

File date: September 23, 2002

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER (Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Cooker Restaurant Corporation	Ohio	N/A

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Florida Cooker LP, Inc.	Florida	P97000066821

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TALLAHASSEE, FLORIDA

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.

OR 09 / 24 / 02 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on September 20, 2002 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on September 20, 2002.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Name of Corporation

Typed or Printed Name of Individual & Title

[Signature]

John A. King

Henry R. Hillenmeyer, Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made and entered into this 23rd day of September, 2002, by and among Cooker Restaurant Corporation, an Ohio corporation ("Coker"), and Florida Cooker LP, Inc., a Florida corporation ("Florida Cooker"). Coker and Florida Cooker are hereinafter sometimes collectively referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the authorized capital stock of Florida Cooker consists of 1,000 shares of capital stock, par value \$1.00 per share ("Florida Cooker Stock"), of which 1,000 shares are issued and outstanding;

WHEREAS, Coker owns all of the issued and outstanding shares of Florida Cooker Stock;

WHEREAS, prior to the Effective Time of the Merger (as defined in Section 1.2 hereof), CGR Management Corporation, a Florida corporation ("CGR"), and Southern Cooker Limited Partnership, an Ohio limited partnership ("Southern"), will be merged with and into Coker in accordance with the First Amended Plan of Reorganization of Coker, CGR and Southern dated July 3, 2002, as revised and confirmed by the United States Bankruptcy Court for the Southern District of Ohio, Eastern Division pursuant to an Order issued on September 11, 2002 (the "Plan of Reorganization");

WHEREAS, following the merger of CGR and Southern with and into Coker in accordance with the Plan of Reorganization, the Constituent Entities desire to effect a merger of Florida Cooker with and into Coker pursuant to Section 1701.80 of the Ohio Revised Code and Section 607.1107, Florida Statutes;

WHEREAS, the Constituent Entities intend that, for federal tax purposes, the merger of Florida Cooker with and into Coker shall be treated as a tax-free reorganization pursuant to Section 368(a)(1)(G) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Board of Directors of Coker has duly adopted and approved this Agreement and the merger contemplated hereby;

WHEREAS, the Board of Directors of Florida Cooker has determined that it is advisable and in the best interests of Florida Cooker that Florida Cooker merge with and into Coker upon the terms and subject to the conditions herein provided, and has recommended that the sole shareholder of Florida Cooker approve this Agreement and the merger contemplated hereby; and

WHEREAS, Coker, as the sole shareholder of Florida Cooker, has duly adopted and approved this Agreement and the merger contemplated hereby;

NOW, THEREFORE, in consideration of the foregoing, the parties make this agreement for the merger of Florida Cooker with and into Cooker (the "Merger"):

ARTICLE I
The Merger

Section 1.1 Merger. Subject to the terms and provisions of this Agreement, at the Effective Time of the Merger (as defined in Section 1.2 hereof), Florida Cooker shall be merged with and into Cooker. Cooker shall be the surviving corporation of the Merger (the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Ohio. At the Effective Time of the Merger, the separate corporate existence of Florida Cooker shall cease. Upon execution of this Agreement, or at such other later date as the parties may agree, a Certificate of Merger consistent with the terms of this Agreement shall be filed with the Ohio Secretary of State and Articles of Merger consistent with the terms of this Agreement shall be filed with the Florida Department of State.

Section 1.2 Effective Time. The Merger shall be effective upon the filing of the Certificate of Merger with the Ohio Secretary of State or, if later, the filing of the Articles of Merger with the Florida Department of State (the "Effective Time of the Merger").

Section 1.3 Name of Surviving Corporation. The name of the Surviving Corporation shall be Cooker Restaurant Corporation.

Section 1.4 Articles of Incorporation. The Second Amended and Restated Articles of Incorporation of Cooker, as in effect immediately prior to the Merger, shall be the Second Amended and Restated Articles of Incorporation of the Surviving Corporation until thereafter duly amended in accordance with the provisions thereof and applicable law.

Section 1.5 Code of Regulation. The Second Amended and Restated Code of Regulations of Cooker, as in effect immediately prior to the Merger, shall be the Second Amended and Restated Code of Regulations of the Surviving Corporation until thereafter duly amended in accordance with the provisions thereof, the Second Amended and Restated Articles of Incorporation of the Surviving Corporation and applicable law.

Section 1.6 Directors. Each person who is a director of Cooker immediately prior to the Effective Time of the Merger shall be a director of the Surviving Corporation, and each such person shall serve as a director of the Surviving Corporation for the balance of the term for which such person was elected a director of Cooker and until his or her successor is duly elected and qualified in the manner provided in the Second Amended and Restated Articles of Incorporation or the Second Amended and Restated Code of Regulations or as otherwise provided by applicable law or until his or her earlier death, resignation or removal in the manner provided in the Second Amended and Restated Articles of Incorporation or the Second Amended and Restated Code of Regulations or as otherwise provided by law.

Section 1.7 Officers of the Surviving Corporation. Each person who is an officer of Cooker immediately prior to the Effective Time of the Merger shall be an officer of the Surviving Corporation, with each such person to hold the same office in the Surviving Corporation as he or she held in Cooker immediately prior to the Effective Time of the Merger.

Section 1.8 Location of Principal Office. The place in Ohio where the principal office of the Surviving Corporation is located is in the City of Columbus, Franklin County.

Section 1.9 Additional Actions. If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm in the Surviving Corporation title to and possession of any property or right of Florida Cooker acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, Florida Cooker shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of Florida Cooker or otherwise to take any and all such action.

Section 1.10 Effects of the Merger. At the Effective Time of the Merger, the Merger shall have the effects provided for herein and in Section 1701.82 of the Ohio Revised Code and Section 607.1106, Florida Statutes.

ARTICLE II

Manner, Basis and Effect of Converting Shares

Section 2.1 Effect on Florida Cooker Stock. At the Effective Time of the Merger, each share of Florida Cooker Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be extinguished and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash or any other property.

Section 2.2 Effect on Common Shares of Cooker. At the Effective Time of the Merger, each common share of Cooker issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, continue to constitute one issued and outstanding share of the Surviving Corporation; provided, however, that pursuant to the Plan of Reorganization, all of such shares shall be cancelled and extinguished, and common shares, without par value, of Cooker authorized by the Second Amended and Restated Articles of Incorporation shall be issued or reserved for issuance, as of the effective date of the Plan of Reorganization.

ARTICLE III
General Provisions

Section 3.1 Amendments. No amendment of any provision of this Agreement will be valid unless the same is in writing signed by each party.

Section 3.2 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one agreement.

Section 3.3 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio, without application of conflict of law principles.

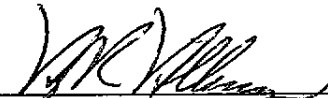
Section 3.4 Section Headings. Section headings have been inserted for convenience only and do not affect in any way the meaning or construction of this Agreement.

Section 3.5 Assignment. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. No party may assign this Agreement or any of its rights, interests or obligations under this Agreement.

Section 3.6 Entire Agreement. This Agreement constitutes the sole and entire agreement and understanding of the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement to be duly executed by their authorized representatives or officers, effective as of the day and year set forth above.

COOKER RESTAURANT CORPORATION

By: 
Henry R. Hillenmeyer, Chief Executive Officer

FLORIDA COOKER LP, INC.

By: 
Henry R. Hillenmeyer, Chief Executive Officer