

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 2)\***

**Shake Shack Inc.**

(Name of Issuer)

**Common Stock, \$0.001 par value per share**  
(Title of Class of Securities)

**819047 101**  
(CUSIP Number)

**UNION SQUARE CAFE CORP.  
24 Union Square East  
6th Floor  
New York, NY 10003  
(646) 747-7201**

(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

**December 24, 2015**  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note** : Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	Names of Reporting Persons.	
	UNION SQUARE CAFE CORP.	
2	Check the Appropriate Box if a Member of a Group	
	(a) <input type="checkbox"/>	
	(b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	
	<input type="checkbox"/>	
6	Citizenship or Place of Organization	
	New York	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
		0
	8	Shared Voting Power
		0
	9	Sole Dispositive Power
		0
	10	Shared Dispositive Power
		0
11	Aggregate Amount Beneficially Owned by Each Reporting Person	
	0	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Securities	
	<input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11)	
	0.0% beneficial ownership of the voting stock based on 36,250,000 shares of Common Stock outstanding as of January 13, 2016	
14	Type of Reporting Person	
	CO	

## Preliminary Note

This Amendment No. 2, dated January 20, 2016 (this "Amendment No. 2"), supplements and amends the Schedule 13D filed on February 17, 2015 (as amended and supplemented to date, the "Schedule 13D") relating to shares of Class A common stock, \$0.001 par value per share (the "A-Common"), of Shake Shack Inc. (the "Issuer"). Capitalized terms used in this Amendment No. 2 and not otherwise defined herein shall have the same meanings ascribed to them in the Schedule 13D.

### Item 4. Purpose of Transaction

Pursuant to a Stockholders Agreement, dated as of February 4, 2015, as amended, by and among the Issuer, the Reporting Person, Daniel Meyer, Gramercy Tavern Corp. ("GT"), Union Square Hospitality Group, LLC and Daniel H. Meyer 2012 Gift Trust (collectively, the "Meyer Stockholders") and other signatories party thereto, the Meyer Stockholders have the right to cause all of the shares of the Reporting Person and GT to be converted into and exchanged for shares of the Issuer's A-Common pursuant to a reorganization under Section 368(a) of the Internal Revenue Code (the "Code"). The Meyer Stockholders made such an election with respect to the Reporting Person. To effect the reorganization under 368(a) of the Code, a wholly-owned subsidiary of the Issuer merged with and into the Reporting Person, which then merged with and into the Issuer, resulting in (i) cancellation of the shares of Class B common stock, \$0.001 par value per share (the "B-Common"), of the Issuer held by the Reporting Person, (ii) transfer of the common membership interests in SSE Holdings, LLC (the "LLC Interests") held by the Reporting Person to the Issuer, and (iii) the conversion and exchange of common stock of the Reporting Person held by the shareholders of the Reporting Person for shares of A-Common.

### Item 5. Interest in Securities of the Issuer

Item 5(e) of the Schedule 13D is amended and restated in its entirety by inserting the following information:

(e) December 28, 2015

### Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented by the following:

On December 24, 2015 (the "First Effective Time"), SSI USC Merger Sub, a wholly-owned subsidiary of the Issuer (the "Merger Sub"), and the Reporting Person entered into an Agreement and Plan of Merger (the "Agreement and Plan of Merger #1). Pursuant to the Agreement and Plan of Merger #1, Merger Sub merged with and into the Reporting Person, as a result of which the ownership interest of the shareholders of the Reporting Person outstanding prior to the Effective Time (the "shares") were converted into and exchanged for an amount of shares of A-Common, based upon the amount of shares held by the shareholders of the Reporting Person, at the exchange rate of one to one. A Certificate of Merger was filed with the New York State Department of State Division of Corporations on the First Effective Time.

On December 28, 2015 (the "Second Effective Time"), the Reporting Person and the Issuer entered into an Agreement and Plan of Merger (the "Agreement and Plan of Merger #2). Pursuant to the Agreement and Plan of Merger #2, the Reporting Person merged with and into the Issuer, as a result of which (i) each share of B-Common held by the Reporting Person immediately prior to the Second Effective Time was cancelled and (ii) the LLC Interests held by the Reporting Person immediately prior to the Second Effective Time were transferred to the Issuer. A Certificate of Ownership was filed with the State of Delaware Secretary of State Division of Corporations on the Second Effective Time.

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**Item 7. Materials to be Filed as Exhibits**

Item 7 of the Schedule 13D is hereby amended and supplemented as follows:

<b>Exhibit No.</b>	<b>Description</b>
7.8	Agreement and Plan of Merger , dated as of December 24, 2015, by and between SSI USC Merger Sub and Union Square Cafe Corp.
7.9	Certificate of Merger of SSI USC Merger Sub LLC Into Union Square Cafe Corp., filed December 24, 2015
7.10	Agreement and Plan of Merger, dated as of December 28, 2015, by and between Union Square Cafe Corp. and Shake Shack Inc.
7.11	Certificate of Ownership Merging Union Square Cafe Corp. into Shake Shack Inc., filed December 28, 2015

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 20, 2016

By: /s/ Ronald Palmese, Jr.

Ronald Palmese, Jr., Esq., Attorney-in-Fact for UNION SQUARE  
CAFE CORP.

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 23, 2015 (this “**Agreement**”), is by and between SSI USC Merger Sub, a Delaware limited liability company (“**Merger Sub**”) and Union Square Cafe Corp., a New York corporation (the “**Company**,” and together with Merger Sub, the “**Parties**”), and is approved by the undersigned respective members of the Parties.

### RECITALS

WHEREAS, in accordance with Section 18-209 of the Limited Liability Company Act of the State of Delaware (“**DLLCA**”) and in accordance with Section 904-a of the New York Business Corporation Law (the “**NYBCL**”), the members and shareholders of each of Merger Sub and the Company, respectively, have determined it to be in the best interests of each such entity that Merger Sub and the Company enter into this Agreement and consummate a merger, on the terms and subject to the conditions set forth in this Agreement, of Merger Sub with and into the Company (the “**Merger**”), after which the Company will be the surviving corporation, and that such members and shareholders approve this Agreement, the Merger, and the other transactions contemplated hereby, all in accordance with the NYBCL and the DLLCA, as applicable; and

WHEREAS, the members and shareholders of each of Merger Sub, respectively, and the Company hereby unanimously approve and adopt this Agreement, the Merger, and the other transactions contemplated hereby in accordance with Section 18-209 of the DLLCA and Section 904-a of the NYBCL, respectively.

NOW, THEREFORE, in consideration of the foregoing, and the respective representations, warranties, covenants, and agreements herein contained, and subject to the conditions set forth herein, the Parties hereto agree as follows:

### AGREEMENT

#### ARTICLE I

#### THE MERGER

##### SECTION 1.01. The Merger.

(a) Upon the terms and subject to the conditions of this Agreement, at the Effective Time and in accordance with Section 18-209 of the DLLCA and Section 904 of the NYBCL, (i) Merger Sub shall be merged with and into the Company, (ii) the separate existence of Merger Sub shall cease, (iii) the Company shall be the surviving corporation in the Merger (the “**Surviving Entity**,” which term shall refer to the Company and any entity into which it is subsequently merged) and shall continue its existence under the laws of the State of New York, and (iv) all of the properties, rights, privileges, powers, and franchises of Merger Sub will vest in the Surviving Entity, and all of the debts, liabilities, obligations, and duties of Merger Sub will become the debts, liabilities, obligations, and duties of the Surviving Entity.

SECTION 1.02. Closing; Effective Time.

(a) The closing of the Merger shall take place on the date hereof (the “ **Closing Date** ”).

(b) As soon as practicable on the Closing Date, the Parties shall cause a certificate of merger (the “ **Certificate of Merger** ”) to be executed and filed with the Secretary of State of the State of New York in accordance with Section 18-209 of the DLLCA and Section 904-a of the NYBCL. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of New York or at such other time as the Parties shall agree and as shall be specified in the Certificate of Merger. The date and time when the Merger shall become effective is herein referred to as the “ **Effective Time** .”

SECTION 1.03. Certificate of Formation and Operating Agreement.

(a) The articles of organization of the Company as in effect immediately prior to the Effective Time shall be the articles of organization of the Surviving Entity, to remain unchanged until thereafter amended in accordance with the terms thereof and as provided by applicable law.

(b) The bylaws of the Company shall be the bylaws of the Surviving Entity, to remain unchanged until thereafter amended in accordance with the terms thereof and as provided by applicable law.

SECTION 1.04. Directors; Officers. The sole director of the Company immediately prior to the Effective Time shall remain the sole director of the Surviving Entity until the earlier of its resignation or removal or until its successor is duly appointed. The individuals set forth on Exhibit A shall be the officers of the Surviving Entity until the earlier of their resignation or removal or until their respective successors are duly elected and qualified.

SECTION 1.05. Subsequent Actions. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Surviving Entity its right, title, or interest in, to, or under any of the rights, properties, or assets of Merger Sub acquired or to be acquired by the Surviving Entity as a result of or in connection with the Merger or otherwise to carry out this Agreement, the officers and manager of the Surviving Entity shall be authorized to execute and deliver, in the name of and on behalf of Merger Sub, all such deeds, bills of sale, assignments, and assurances and to take and do, in the name and on behalf of each of such limited liability company or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect, or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity or otherwise to carry out this Agreement.

SECTION 1.06. Conversion of Membership Interests; Merger Consideration. At the Effective Time, by virtue of the Merger and without any further action on the part of the Company or Merger Sub:

(a) The ownership interest of the shareholders of the Company outstanding immediately prior to the Effective Time (the “ **Shares** ”) shall thereupon be converted into and become exchangeable for an amount of shares of Class A Common Stock, par value \$0.001 per share, of Shake Shack Inc., a Delaware corporation (the “ **Parent** ”), based upon the amount of Shares held by the shareholders of the Company (the “ **Merger Consideration** ”), at the exchange rate of one to one, as set forth on Exhibit B. As of the Effective Time, the Shares shall no longer be outstanding and shall automatically be cancelled and shall

cease to exist, and shall thereafter only represent the right to receive, on behalf of the members of the Company, the Merger Consideration.

(b) The membership interests of Merger Sub outstanding immediately prior to the Effective Time shall thereupon be converted into 100% of the percentage interests of the Surviving Entity.

## ARTICLE II

### INDEMNIFICATION

#### SECTION 2.01. Indemnification.

(a) Each of the Daniel H. Meyer Investment Trust, Paul Bolles-Beaven, Richard Coraine, Michael Romano, David Swinghamer, Walter Robb and Share Our Strength (collectively, the “**Indemnitors**”) shall, severally and not jointly, based on its pro rata ownership of the Company as of the date hereof, indemnify the Parent and SSE Holdings, LLC, a Delaware limited liability company (“**Holdings**”) and, together with Parent, the “**Indemnitees**”), and hold each of them harmless from and against, any and all Losses (including, for the avoidance of doubt, taxes) of the Company with respect to any period (or portion thereof) ending prior to the Effective Time, which indemnification obligation shall be limited to the value of the Merger Consideration each Indemnitor receives.

(b) The Surviving Entity shall promptly notify the Indemnitors in writing upon receipt of notice of any Tax audits, examinations, or assessments that could give rise to indemnification with respect to Tax matters, and of any other matters which could give rise to Losses indemnifiable hereunder. The Indemnitors shall have the right, upon timely notice to the Surviving Entity, to control, at their own expense, the portion of (i) any such audit, examination, or proceeding (including court proceedings) that relates to Taxes, or (ii) any other matter which could give rise to Losses indemnifiable hereunder (each of (i) and (ii), a “**Indemnification Proceeding**”) and for which it could be liable under this Agreement. Parent and the Surviving Entity shall, at their own expense, have the opportunity to participate in any such Indemnification Proceeding (including being present at all meetings with the relevant Tax authority and at all other proceedings). The Indemnitors shall not resolve, settle, compromise, or abandon any issue or claim that relates to or could affect the Surviving Entity without the prior written consent of Parent, which consent shall not be unreasonably withheld or delayed, if such action would adversely affect any Tax or other liability of the Surviving Entity for a period (or portion thereof) beginning after the Effective Time.

(c) The Surviving Entity shall control, at its own expense, any audit, examination, or proceeding or other matter that is not controlled by the Indemnitors under Section 2.01(b) above (including cases in which the Indemnitors elect not to control the audit, examination, proceeding, or other matter). To the extent that any such audit, examination, or proceeding relates to Taxes for which the Indemnitors could be liable, the Indemnitors shall have the right, at their own expense, to participate in any such audit, examination, or proceeding (which participation right shall include, to the extent practicable, being present at all meetings with the relevant Tax authority and at all other proceedings) limited solely to the portion of such audit, examination or proceeding with respect to which indemnity is provided under this Agreement. To the extent that any such audit, examination, proceeding, or other matter does not relate to Taxes for which the Indemnitors could be liable, the Indemnitors shall, at their own expense, have the opportunity to participate in any such audit, examination, proceeding, or other matter, limited solely to the portion of such audit, examination, proceeding, or other matter with respect to which indemnity is provided under this Agreement. Neither Parent nor the Surviving Entity shall resolve, settle, compromise, or abandon any issue or claim that would adversely affect any Tax or other liability of

the Indemnitors without the prior written consent of the Indemnitors, which consent shall not be unreasonable withheld or delayed.

(d) Arbitration of Disputes. To the fullest extent permitted by applicable law, any controversy, dispute, or claim between the Parties arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement or any agreement or other instrument executed pursuant hereto (except as specifically provided otherwise in any such other agreement) or otherwise arising out of the execution of any of the foregoing, including any claim based on contract, tort, or statute, shall be determined, at the request of either Party, by arbitration conducted in the English language in New York, New York in accordance with and to the extent permitted by the NY Code - Civil Practice Law and Rules, Article 75 and, to the extent not inconsistent therewith, in accordance with the Rules for Commercial Arbitration of the American Arbitration Association, as amended and in effect on the date the demand for such arbitration is filed with the American Arbitration Association. It is intended that this agreement to arbitrate be valid, enforceable, and irrevocable.

(e) “ **Losses** ” shall mean any claims, losses, liabilities, damages, interest, penalties and out of pocket costs and expenses, including reasonable attorneys’, accountants’ and expert witnesses’ fees, and costs and expenses of investigation and amounts paid in settlement, court costs, and other expenses of litigation, including in respect of enforcement of indemnity rights hereunder (it being understood that Losses shall not include any consequential, special, incidental, indirect or punitive damages).

(f) “ **Taxes** ” means any and all taxes of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any United States or non-United States national, federal, state or local governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body.

### ARTICLE III

#### GENERAL PROVISIONS

SECTION 3.01. Amendment and Modification. This Agreement may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the Parties in interest at the time of the amendment.

SECTION 3.02. Interpretation. When a reference is made in this Agreement to an Article, Section, or subsection, such reference shall be to an Article, Section, or subsection of this Agreement unless otherwise indicated. Headings of the Articles and Sections of this Agreement are for the convenience of reference only and shall be given no substantive or interpretive effect whatsoever. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

SECTION 3.03. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

SECTION 3.04. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Neither Party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder with the prior written consent of the other Party.

SECTION 3.05. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

SECTION 3.06. Facsimile or .pdf Signature. This Agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

SECTION 3.07. No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

SECTION 3.08. Governing Law. This Agreement, and all disputes arising herefrom, shall be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

SECTION 3.09. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision or portion of any provision had never been contained herein.

SECTION 3.10. Tax Treatment. To the extent permitted by applicable law, the Parties shall, for federal income tax purposes, treat the Merger and the merger of the Company with Shake Shack Inc. (with Shake Shack Inc. surviving), taken together, as a “reorganization” (as defined in section 368(a) of the Internal Revenue Code of 1986, as amended). This Agreement is intended to constitute a “plan of reorganization” as described in Treasury Regulation Section 1.368-2(g).

SECTION 3.11. Tax Refunds. Any Taxes of the Surviving Entity relating to any Tax period (or portion thereof) prior to the Effective Time that are (a) refunded to the Surviving Entity or Parent or (b) credited against a Tax liability of the Surviving Entity or Parent with respect to a period (or portion thereof) beginning after the Effective Time, other than any such refunds or credits of Tax that are attributable to a loss, credit, or other Tax attribute arising in periods beginning after the Effective Time (“**Tax Refunds**”) shall, net of any Taxes incurred in respect of the receipt or accrual of such refund or credit and net of any other reasonable expenses attributable thereto, promptly be paid over to the Indemnitors. The Indemnitors shall have the right to determine whether any claim for refund or credits of Taxes shall be made by or on behalf of the Surviving Entity or Parent with respect to a period (or portion thereof) ending on or prior to the Effective Time and if the Indemnitors elect to make such a claim, Parent, and the Surviving Entity shall cooperate at the Indemnitors’ expense in connection therewith, including the preparation of any Tax return that is required to be filed by the Surviving Entity.

[ *Signature Pages Follow* ]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SSI USC Merger Sub LLC

By: Shake Shack Inc.,  
its sole member

By: s/Randy Garutti

Name: Randy Garutti

Title: Chief Executive Officer

UNION SQUARE CAFE CORP.

By: s/Daniel Meyer

Name: Daniel Meyer

Title: Authorized Signatory

[Signature Page to Agreement and Plan of Merger]

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IN WITNESS WHEREOF, the undersigned shareholders of the Company hereby approve the Agreement, the transactions contemplated hereby, and the performance of the obligations hereunder.

DANIEL H. MEYER INVESTMENT TRUST

By: /s/ Daniel Meyer  
Name: Daniel Meyer

Title: Co-Trustee

/s/ Paul Bolles-Beaven  
Paul Bolles-Beaven

/s/ Richard Coraine  
Richard Coraine

/s/ Michael Romano  
Michael Romano

/s/ David Swinghamer  
David Swinghamer

SHARE OUR STRENGTH

By: /s/ John M. Green  
Name: John M. Green

Title: CFO & COO

IN WITNESS WHEREOF, the undersigned member of Merger Sub hereby approves the Agreement, the transactions contemplated hereby, and the performance of the obligations hereunder.

SHAKE SHACK INC.

By: /s/ Randy Garutti

Name: Randy Garutti

Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

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**EXHIBIT A**

Ronald Palmese

Vice President, General Counsel and Secretary

[Exhibit A to Agreement and Plan of Merger]

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**EXHIBIT B**

<b>Shareholders of Union Square Cafe Corp.</b>	<b>Merger Consideration</b>
Daniel H. Meyer Investment Trust	1,390,218 Shares of Class A Common Stock of Shake Shack Inc.
Paul Bolles-Beaven	108,506 Shares of Class A Common Stock of Shake Shack Inc.
Richard Coraine	40,951 Shares of Class A Common Stock of Shake Shack Inc.
Michael Romano	32,941 Shares of Class A Common Stock of Shake Shack Inc.
David Swinghamer	68,573 Shares of Class A Common Stock of Shake Shack Inc.
Walter Robb	21,648 Shares of Class A Common Stock of Shake Shack Inc.
Share Our Strength	64,967 Shares of Class A Common Stock of Shake Shack Inc.

[Exhibit B to Agreement and Plan of Merger]

CERTIFICATE OF MERGER  
OF  
SSI USC MERGER SUB LLC  
(a Delaware limited liability company)

INTO

UNION SQUARE CAFE CORP.  
(a New York Corporation)

Under Section 904(a) of the Business Corporation Law  
of the State of New York

Shake Shack Enterprises  
24 Union Square East, 5th floor  
New York, NY 10003

Customer Reference # UNION78653&

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CERTIFICATE OF MERGER  
OF  
SSI USC MERGER SUB LLC  
(a Delaware limited liability company)

INTO  
UNION SQUARE CAFE CORP.  
(a New York Corporation)

**Under Section 904(a) of the Business Corporation Law  
of the State of New York**

The undersigned Authorized Person of UNION SQUARE CAFE CORP., a corporation duly organized and existing under and by virtue of the laws of the State of New York, and being the Authorized Person of SSI USC MERGER SUB LLC,, a foreign limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, do hereby certify and set forth as follows:

FIRST: The name of each constituent entity is as follows:

**UNION SQUARE CAFE CORP.**  
SSI USC MERGER SUB LLC

SECOND: The name of the surviving corporation is UNION SQUARE CAFE CORP., a corporation of the State of New York.

THIRD: The date when the Certificate of Incorporation of UNION SQUARE CAFE CORP. was filed by the Department of State is March 25, 1985.

FOURTH: The jurisdiction of formation of SSI USC MERGER SUB LLC is the State of Delaware, and the date of formation is December 17<sup>th</sup>, 2015.

FIFTH: No Application for Authority in the State of New York of the non-surviving company to transact business as a foreign entity therein was filed by the Department of State of the State of New York.

SIXTH: An agreement of merger has been approved and executed by each constituent entity.

SEVENTH: Such merger is permitted by the jurisdiction of organization of the foreign constituent entity and is in compliance therewith.

EIGHTH: The agreement of merger is on file at the place of business of the surviving domestic corporation at the following address: 24 Union Square East, 5<sup>th</sup> Floor, New York, New York 10003.

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**IN WITNESS WHEREOF** , this certificate has been signed on the seventeenth day of January, 2016.

UNION SQUARE CAFE CORP.

/s/ Daniel Meyer

\_\_\_\_\_  
Daniel Meyer, Authorized Person

SSI USC MERGER SUB LLC

By: Shake Shack Inc., Sole Member

/s/ Randy Garutti

\_\_\_\_\_  
Randy Garutti, CEO

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 28, 2015 (this “**Agreement**”), is by and between Union Square Cafe Corp., a New York corporation and wholly-owned subsidiary of the Company (as defined below) (“**USC**”) and Shake Shack Inc., a Delaware corporation (the “**Company**,” and together with USC, the “**Parties**”), and is approved by the undersigned respective members of the Parties.

### RECITALS

WHEREAS, in accordance with Section 905 and 907 of the New York Business Corporation Law (“**NYBCL**”) and in accordance with Section 253 of the General Corporation Law of the State of Delaware (“**DGCL**”), the board of directors of the Company (the “**Board**”), has determined it to be in the best interests of each of USC and the Company that USC and the Company enter into this Agreement and consummate a merger, on the terms and subject to the conditions set forth in this Agreement, of USC with and into the Company (the “**Merger**”), after which the Company will be the surviving corporation, and that the Board (in its capacity as such and for purposes of the Company’s capacity as the sole member of USC) approves this Agreement, the Merger, and the other transactions contemplated hereby, all in accordance with the NYBCL and DGCL, as applicable; and

WHEREAS, immediately following the approval of this Agreement as contemplated above, the Board (in its capacity as such and for purposes of the Company’s capacity as the sole member of USC) hereby unanimously approves and adopts this Agreement, the Merger, and the other transactions contemplated hereby in accordance with Section 905 and 907 of the NYBCL and Section 253 of the DGCL, respectively.

NOW, THEREFORE, in consideration of the foregoing, and the respective representations, warranties, covenants, and agreements herein contained, and subject to the conditions set forth herein, the Parties hereto agree as follows:

### AGREEMENT

#### ARTICLE I

#### THE MERGER

##### SECTION 1.01. The Merger.

(a) Upon the terms and subject to the conditions of this Agreement, at the Effective Time and in accordance with Section 905 and 907 of the NYBCL and Section 253 of the DGCL, (i) USC shall be merged with and into the Company, (ii) the separate existence of USC shall cease, (iii) the Company shall be the surviving corporation in the Merger (the “**Surviving Entity**,” which term shall refer to the Company and any entity into which it is subsequently merged) and shall continue its existence under the laws of the State of Delaware, and (iv) all of the properties, rights, privileges, powers, and franchises of USC will vest in the Surviving Entity, and all of the debts, liabilities, obligations, and duties of USC will become the debts, liabilities, obligations, and duties of the Surviving Entity.

SECTION 1.02. Closing; Effective Time.

(a) The closing of the Merger shall take place on the date hereof (the “ **Closing Date** ”).

(b) As soon as practicable on the Closing Date, the Parties shall cause a certificate of merger (the “ **Certificate of Merger** ”) to be executed and filed with the Secretary of State of the State of Delaware in accordance with Section 905 of the NYBCL and Section 253 of the DGCL. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such other time as the Parties shall agree and as shall be specified in the Certificate of Merger. The date and time when the Merger shall become effective is herein referred to as the “ **Effective Time** .”

SECTION 1.03. Certificate of Formation and Operating Agreement.

(a) The certificate of incorporation of the Company as in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Entity, to remain unchanged until thereafter amended in accordance with the terms thereof and as provided by applicable law.

(b) The bylaws of the Company as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity, to remain unchanged until thereafter amended in accordance with the terms thereof and as provided by applicable law.

SECTION 1.04. Directors; Officers. The members of the Board immediately prior to the Effective Time shall remain the members of the Board of the Surviving Entity until the earlier of their respective resignations or removals or until their respective successors are duly appointed. The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Entity, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified.

SECTION 1.05. Subsequent Actions. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Surviving Entity its right, title, or interest in, to, or under any of the rights, properties, or assets of USC acquired or to be acquired by the Surviving Entity as a result of or in connection with the Merger or otherwise to carry out this Agreement, the officers and manager of the Surviving Entity shall be authorized to execute and deliver, in the name of and on behalf of USC, all such deeds, bills of sale, assignments, and assurances and to take and do, in the name and on behalf of such limited liability company or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect, or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity or otherwise to carry out this Agreement.

SECTION 1.06. Cancellation of Class B Common Stock of the Company. At the Effective Time, by virtue of the Merger and without any further action on the part of the Company or USC, each share of class B common stock of the Company held by USC immediately prior to the Effective Time shall thereupon be automatically transferred to the Surviving Entity without any payment therefor and immediately after such transfer such shares shall be automatically cancelled and cease to exist.

SECTION 1.07. Cancellation of Ownership Interests of USC. At the Effective Time, by virtue of the Merger and without any further action on the part of the Company or USC, each ownership interest of

USC outstanding immediately prior to the Effective Time shall be automatically cancelled and cease to exist without any payment therefor.

## ARTICLE II

### GENERAL PROVISIONS

SECTION 2.01. Amendment and Modification. This Agreement may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the Parties in interest at the time of the amendment.

SECTION 2.02. Interpretation. When a reference is made in this Agreement to an Article, Section, or subsection, such reference shall be to an Article, Section, or subsection of this Agreement unless otherwise indicated. Headings of the Articles and Sections of this Agreement are for the convenience of reference only and shall be given no substantive or interpretive effect whatsoever. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

SECTION 2.03. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

SECTION 2.04. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Neither Party hereto may assign either this Agreement or any of its rights, interests, or obligations hereunder with the prior written consent of the other Party.

SECTION 2.05. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

SECTION 2.06. Facsimile or .pdf Signature. This Agreement may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

SECTION 2.07 No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

SECTION 2.08. Governing Law. This Agreement, and all disputes arising herefrom, shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

SECTION 2.09. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if

any provision or portion of any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision or portion of any provision had never been contained herein.

SECTION 2.10. Tax Treatment. To the extent permitted by applicable law, the Parties shall, for federal income tax purposes, treat the merger of USC with SSI USC Merger Sub LLC (with USC surviving) and the Merger, taken together, as a “reorganization” (as defined in section 368(a) of the Internal Revenue Code of 1986, as amended). This Agreement is intended to constitute a “plan of reorganization” as described in Treasury Regulation Section 1.368-2(g).

[ *Signature Pages Follow* ]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SHAKE SHACK INC.

By: /s/ Randy Garutti

Name: Randy Garutti

Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

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UNION SQUARE CAFE CORP.

By: Shake Shack Inc.,  
its sole member

By: /s/ Randy Garutti  
Name: Randy Garutti  
Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]

**STATE OF DELAWARE  
CERTIFICATE OF OWNERSHIP**

**Subsidiary Into Parent  
Section 253**

**CERTIFICATE OF OWNERSHIP  
MERCING  
UNION SQUARE CAFE CORP.  
INTO  
SHAKE SHACK INC.**

(Pursuant to Section 253 of the General Corporation Law of Delaware)

Shake Shack Inc., a corporation incorporated on the 23<sup>rd</sup> day of September, 2014 A.D., pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify that:

**FIRST:** Shake Shack Inc. owns 90% of the capital stock of Union Square Cafe Corp., a corporation incorporated on the 25<sup>th</sup> day of March, 1985 A.D., pursuant to the provisions of the Business Corporation Law of the State of New York, and that Shake Shack Inc., by a resolution of its Board of Directors duly adopted by written consent on the 23<sup>rd</sup> day of December, 2015 A.D., determined to and, effective on the 28<sup>th</sup> day of December, 2015 A.D., did merge into itself said Union Square Cafe Corp, which resolution is in the following words to wit:

**WHEREAS** Shake Shack Inc. lawfully owns 90% of the outstanding stock of Union Square Cafe Corp., a corporation organized and existing under the laws of the state of New York, and

**WHEREAS** Shake Shack Inc. desires to merge into itself the said Union Square Cafe Corp., and to be possessed of all the estate, property, rights, privileges and franchises of said corporation.

**NOW, THEREFORE, BE IT RESOLVED** , that Shake Shack Inc. merges into itself said Union Square Cafe Corp. and assumes all of its liabilities and obligations,

**FURTHER RESOLVED** , that an authorized officer of Shake Shack Inc. be and he is hereby directed to make and execute a certificate of ownership setting forth a copy of the resolution to merge said Union Square Cafe Corp. and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County, and

**FURTHER RESOLVED** , that the officers of Shake Shack Inc. be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said merger.

**SECOND** : An Agreement of Merger, dated as of December 28, 2015, by and between Shake Shack Inc. and Union Square Cafe Corp. (the “**Agreement of Merger** ”), has been approved, adopted,

certified, executed, and acknowledged by each of Shake Shack Inc. and Union Square Cafe Corp. in accordance with the provisions of Section 905 of the New York Business Corporation Law and Section 253 of the Delaware General Corporation Law.

**THIRD** : The name of the surviving corporation in the merger is Shake Shack Inc., a Delaware corporation (the “**Surviving Corporation**”).

**FOURTH** : The Certificate of Incorporation of Shake Shack Inc. shall be the Certificate of Incorporation of the Surviving Corporation.

**FIFTH** : The merger shall be effective on December 28, 2015.

**SIXTH** : The executed Agreement of Merger is on file at the principal place of business of the Surviving Corporation, the address of which is as follows:

24 Union Square East, 5th Floor

New York, NY 10003

**SEVENTH** : A copy of the Agreement of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder, member or any person holding an interest in any of the constituent entities in the merger.

**IN WITNESS WHEREOF** , said parent corporation has caused its corporate seal to be affixed and this certificate to be signed by an authorized officer this 28th day of December, 2015 A.D.

SHAKE SHACK INC., a Delaware

corporation

By: /s/ Randy Garutti

Name: Randy Garutti

Title: Chief Executive Officer

[Signature Page to Certificate of Merger]