

Restaurant Brands International Inc.  
Form 8-K  
December 11, 2015

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**WASHINGTON, DC 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d)**  
**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): December 9, 2015**

**RESTAURANT BRANDS INTERNATIONAL INC.**

**(Exact name of registrant as specified in its charter)**

**Canada**  
**(State or other jurisdiction**

**of incorporation)**

**001-36786**  
**(Commission**

**File Number)**  
**Restaurant Brands International Inc.**

**98-1202754**  
**(IRS Employer**

**Identification No.)**

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**226 Wycroft Road**

**Oakville, Ontario L6K 3X7**

**(Address of principal executive offices, including Zip Code)**

**(905) 845-6511**

**(Registrant's telephone number, including area code)**

**N/A**

**(Former name or former address, if changed since last report)**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- .. Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- .. Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- .. Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01. Entry into a Material Definitive Agreement.**

On December 9, 2015, Restaurant Brands International Inc. ( **RBI** or the **Company** ) entered into an underwriting agreement (the **Underwriting Agreement** ) with Morgan Stanley & Co. LLC and Morgan Stanley Canada Limited (the **Underwriters** ) and Holdings L115 LP (the **Selling Shareholder** ), an affiliate of 3G Capital Partners LP ( **3G** ), pursuant to which the **Selling Shareholder** will sell 17,542,410 common shares, no par value, of **RBI** (the **Shares** ) to the **Underwriters** subject to and upon the terms and conditions set forth therein. The **Company** will not receive any proceeds from the sale of the **Shares** in the offering.

The **Shares** will be issued to the **Selling Shareholder** prior to the closing of the offering in exchange for the same number of Class B exchangeable limited partnership units (the **Partnership exchangeable units** ) of Restaurant Brands International Limited Partnership (the **Partnership** ), a subsidiary of **RBI**, on December 14, 2015 pursuant to an exchange notice delivered to Computershare Trust Company of Canada, the **Partnership** 's exchange agent, by the **Selling Shareholder**, which notice has become irrevocable and binding on the **Selling Shareholder** and the **Partnership**. After settlement of the exchange notices on December 14, 2015 and the sale of the **Shares** to the **Underwriters**, funds affiliated with **3G** will hold approximately 47.5% of **RBI** 's common shares (assuming the exchange of all outstanding **Partnership exchangeable units** by all holders), which represents approximately 43.2% of the voting power in **RBI**. The sale of the **Shares** is expected to close on December 15, 2015.

Pursuant to the terms of the **Underwriting Agreement**, the **Company**, the **Selling Shareholder**, certain other **3G** funds that own **Partnership exchangeable units**, and each of the **Company** 's directors and executive officers have agreed with the **Underwriters**, subject to certain exceptions, not to dispose of or hedge any of their Common Shares or securities convertible into or exchangeable for Common Shares during the period from the date of the offering, continuing through the date 60 days thereafter, except with the prior written consent of the **Underwriter**. In addition, the **Company** and the **Selling Shareholder** have agreed to indemnify the **Underwriter** against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments the **Underwriter** may be required to make in respect of those liabilities.

A copy of the **Underwriting Agreement** is filed as Exhibit 1.1 to this Current Report and is incorporated herein by reference. The foregoing summary of the **Underwriting Agreement** does not purport to be complete and is qualified in its entirety by reference to the complete terms of the **Underwriting Agreement** filed as Exhibit 1.1 hereto.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit  
No.**

**Description**

1.1	Underwriting Agreement, dated December 9, 2015, by and among Restaurant Brands International Inc., Morgan Stanley & Co. LLC, Morgan Stanley Canada Limited and Holdings L115 LP.
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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**RESTAURANT BRANDS INTERNATIONAL INC.**

/s/ Jill Granat

Name: Jill Granat

Title: General Counsel and Corporate Secretary

Date: December 10, 2015