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Division of Corporations

Page 1 of 2

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Florida Department of State
Division of Corporations
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3/7 merger

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Account Name : GOLD & RESNICK, P.A.
Account Number : I20010000018
Phone : (813) 254-2071
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MERGER OR SHARE EXCHANGE

CRAZY BUFFET HOLDINGS, L.L.C.

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

February 27, 2003

GOLD & RESNICK, P.A.

SUBJECT: CRAZY BUFFET HOLDINGS, L.L.C.
REF: W03000005757

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Article V of the Plan of Merger "Managing Member and Officers" must include the Name and Address of the Managing Member or Manager of the surviving entity.,

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

Michelle Hodges
Document Specialist

FAX Aud. #: H03000056709
Letter Number: 203A00012747

ARTICLES OF MERGER
Merger Sheet

MERGING:

CRAZY BUFFET, INC., P99000045165, A FLORIDA CORPORATION

INTO

**CRAZY BUFFET HOLDINGS, L.L.C. which changed its name to CRAZY
BUFFET, L.L.C., a Florida entity, L03000004423**

File date: March 7, 2003

Corporate Specialist: Michelle Hodges

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ARTICLES OF MERGER
OF
CRAZY BUFFET, INC., a
Florida Corporation
INTO
CRAZY BUFFET HOLDINGS, L.L.C.,
a Florida limited liability company
to be known as
CRAZY BUFFET, L.L.C.

FILED
MAR 7 2003
CLERK OF CIRCUIT COURT
JACKSONVILLE, FLORIDA

Pursuant to Section 607.1108 and Section 608.4382, of the Florida Statutes, the undersigned, Crazy Buffet, Inc., a Florida Corporation of 2702 N. Dale Mabry Highway, Florida Document Number P99000045165, FEI Number 593651322, and Crazy Buffet Holdings, L.L.C., a Florida limited liability company, 945 West State Road 436, Suite 1179, Altamonte Springs, Florida 32714, Florida Document Number L03000004423, FEI Number _____, adopt the following Articles of Merger for the purpose of merging Crazy Buffet, Inc. into Crazy Buffet Holdings, L.L.C.

1. Plan of Merger. The Plan of Merger setting forth the terms and conditions of the merger of Crazy Buffet, Inc., into Crazy Buffet Holdings, L.L.C., is attached to these Articles as an exhibit and incorporated herein by reference.

2. Name of Surviving Company. The name of the Surviving Company shall hereafter be known as Crazy Buffet, L.L.C.

3. Adoption of Plan.

(A) There were 100 membership units of Crazy Buffet Holdings, L.L.C., issued and outstanding that were entitled to vote on the Plan of Merger, 100 membership units were voted in favor of the Plan of Merger, and no membership units were voted against the Plan of Merger, at a special meeting of the Members of Crazy Buffet Holdings, L.L.C., held on the 26th day of February, 2003.

(B) There are 200 shares of Crazy Buffet, Inc., issued and outstanding that were entitled to vote on the Plan of Merger, 200 shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders and directors of Crazy Buffet, Inc., held on the 26th day of February, 2003.

4. Effective Date. The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

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**RESOLUTION OF MEMBERS OF
CRAZY BUFFET HOLDINGS, L.L.C.,
A Florida Limited Liability Company
APPROVING PLAN AND AGREEMENT OF MERGER**

WHEREAS, there has been presented to this meeting of the members of Crazy Buffet Holdings, L.L.C. (the "Company"), a proposed Plan and Agreement of Merger (the "Plan and Agreement"), a copy of which is attached to these resolutions, between Crazy Buffet, Inc., a Florida Corporation and this Company; and

WHEREAS, the individual members of this company agree that the Plan and Agreement should be approved and performed;

WHEREAS, the proposed Plan of Merger was recommended to the members by the Managing Member.


NOW, THEREFORE, it is

RESOLVED, that the Plan and Agreement between this Company and Crazy Buffet, Inc. submitted to this meeting is approved in the form attached to this resolution.

RESOLVED FURTHER, that the Managing Member of this Company is authorized on behalf of the Company to take all actions and to execute and file all documents that may be necessary or convenient to carry out and perform the Plan and Agreement.

Dated the 26 day of February, 2003.

Crazy Buffet Holdings, L.L.C.

By: 
Wen Chen, Managing Member

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**PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF CRAZY BUFFET, INC., a Florida Corporation
WITH AND INTO
CRAZY BUFFET HOLDINGS, L.L.C., a Florida limited liability company,
UNDER THE NAME OF
CRAZY BUFFET, L.L.C., a Florida limited liability company**

This is a Plan and Agreement of Merger ("Agreement") dated the 26 day of February, 2003, between Crazy Buffet, Inc., a Florida Corporation, (the "Merging Corporation"), and Crazy Buffet Holdings, L.L.C., a Florida limited liability company under the name of Crazy Buffet, L.L.C. (the "Surviving Company").

**ARTICLE I
PLAN OF MERGER**

1.01 Plan Adopted. A plan of merger of Crazy Buffet, Inc., pursuant to Section 607.1108 of the Florida Statutes, and of Crazy Buffet Holdings, L.L.C. pursuant to Section 608.438 of the Florida Statutes, is adopted as follows:

(A) Crazy Buffet, Inc., shall be merged with and into Crazy Buffet Holdings, L.L.C., to exist and be governed by the laws of the State of Florida as a limited liability company.

(B) The name of the Surviving Company shall be Crazy Buffet, L.L.C.

(C) When this Agreement shall become effective, the separate existence of Crazy Buffet, Inc., shall cease, and the Surviving Limited Liability Company shall succeed, without other transfer, to all the rights and property of Crazy Buffet, Inc., and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each constituent company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(D) The Surviving Company will carry on business with the assets of Crazy Buffet, Inc., as well as with the assets of Crazy Buffet Holdings, L.L.C.

(E) The Shareholders of Crazy Buffet, Inc. will surrender all of their stock interests in the manner hereinafter set forth.

(F) In exchange for the shares of Crazy Buffet, Inc., surrendered by its shareholders, the Surviving Company shall issue and transfer to the Shareholders of Crazy Buffet, Inc., on the basis set forth in Article IV, below, membership interests in such Surviving Company.

(G) The members of Crazy Buffet Holdings, L.L.C., will retain their membership interests as owners and members of the Surviving Company.

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(H) The Articles of Organization of Crazy Buffet Holdings, L.L.C., as existing on the effective date of the merger, shall continue in full force as the Articles of Organization of the Surviving Company until altered, amended, or repealed as provided in the Articles or as provided by law.

1.02 Effective Date. The effective date of the merger ("Effective Date") shall be the effective date of filing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01 Non-Survivor. As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, Crazy Buffet, Inc., represents and warrants to the Surviving Company as follows:

(A) Crazy Buffet, Inc., is duly organized, validly existing, and in good standing under the laws of the State of Florida with the power and authority to own property and carry on its business as it is now being conducted.

(B) Crazy Buffet, Inc., is authorized to issue 200 shares, of which all 200 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. Crazy Buffet, Inc., is not currently liable on account of any indebtedness for borrowed money and there are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities, or other agreements or arrangements of any character or nature whatsoever under which Crazy Buffet, Inc., is or may be obligated to issue or purchase shares.

(C) Crazy Buffet, Inc., has furnished the Surviving Company with its balance sheet as of February __, 2003, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of Crazy Buffet, Inc., (2) fairly present the financial condition of Crazy Buffet, Inc., as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of Crazy Buffet, Inc. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of Crazy Buffet, Inc., at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of Crazy Buffet, Inc., have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Crazy Buffet, Inc., has not been delinquent in the payment of any tax or assessment.

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(E) Wen Chen is, and at the time of the effective date of the merger will be, the lawful owner of the shares of Crazy Buffet, Inc., free and clear of all liens, claims, encumbrances and restrictions of every kind. The aforementioned members have full legal right, power, and authority to sell, assign, and transfer their membership interests in Crazy Buffet, Inc. The delivery of the shares of Crazy Buffet, Inc. to the Surviving Company pursuant to the provisions of this Agreement will transfer valid title to the shares, free and clear of all liens, encumbrances, claims and restrictions of any kind.

(F) Crazy Buffet, Inc., has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of Crazy Buffet, Inc.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets.

(G) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Crazy Buffet, Inc. or any of its Shareholders that would affect it or its properties, assets, or business; and neither Crazy Buffet, Inc., nor any of its Shareholders are aware of any facts that to its or their knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of Crazy Buffet, Inc. Crazy Buffet, Inc., is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(H) The business operation of Crazy Buffet, Inc. has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Crazy Buffet, Inc., is not in violation of, or in default under, any term or provision of its Articles of Incorporation, or its By-Laws, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of Crazy Buffet, Inc., or that would prohibit the shareholders from entering into this Agreement or prevent consummation of this Agreement.

(I) Crazy Buffet, Inc., has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

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(J) Prior to the closing date, Crazy Buffet, Inc., will have delivered to Crazy Buffet Holdings, L.L.C., a separate schedule of assets containing:

(1) a true and complete list of accounts receivable as of a date no earlier than the balance sheet date;

(2) a true and complete list of all capitalized equipment owned by Crazy Buffet, Inc., setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions;

(3) a true and complete description of all equipment held or used by Crazy Buffet, Inc., under lease or similar arrangement; and

(4) a complete schedule of all insurance policies of Crazy Buffet, Inc., in effect at the time of delivery of the schedule.

(K) Crazy Buffet, Inc., is not a party to, or otherwise bound by, any written or oral:

(1) contract or agreement not made in the ordinary course of business;

(2) employment or consultant contract that is not terminable at will without cost or other liability to Crazy Buffet, Inc., or any successor;

(3) bonus, pension, profit sharing, retirement, share purchase, stock option, hospitalization, group insurance or similar plan that provides employee benefits;

(4) lease with respect to any property, real or personal, whether as lessor or lessee;

(5) advertising contract or contract for public relations services;

(6) purchase, supply or service contracts in excess of \$1,000.00 each or in the aggregate of \$10,000.00;

(7) deed of trust, mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt, or any other agreement or arrangement whereby any of the assets or properties of Crazy Buffet, Inc., are subjected to a lien, encumbrance, charge, or other restriction; and

(8) contract or other commitment continuing for a period of more than thirty (30) days that is not terminable without cost or liability to Crazy Buffet, Inc., or its successors.

(L) The books of account, corporate minute book, and stock transfer ledgers of Crazy Buffet, Inc., are complete and correct, and there have been no transactions involving Crazy

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Buffet, Inc., that properly should have been set forth in those books, other than those set forth in those books.

(M) Crazy Buffet, Inc., represents and warrants that it has made full and complete disclosures of any material facts to the Surviving Company, which facts if known by the Surviving Company or its members, would cause the Surviving Company to abandon the proposed merger with Crazy Buffet, Inc.

2.02 Survivor. As a material inducement to Crazy Buffet, Inc., to execute this Agreement and perform its obligations under this Agreement, Crazy Buffet Holdings, L.L.C., warrants to Crazy Buffet, Inc., as follows:

(A) Crazy Buffet Holdings, L.L.C., is duly organized, validly existing, and in good standing under the laws of the State of Florida with power and authority to own property and carry on its business as it is now being conducted.

(B) Crazy Buffet Holdings, L.L.C., is authorized to issue membership interests. As of the date of this Agreement, 100 membership units are outstanding, fully paid, and nonassessable.

(C) Crazy Buffet Holdings, L.L.C., has furnished the Merging Corporation with its balance sheet of Crazy Buffet Holdings, L.L.C., as of February ___, 2003, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of Crazy Buffet Holdings, L.L.C., (2) fairly present the financial condition of Crazy Buffet Holdings, L.L.C., as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of Crazy Buffet Holdings, L.L.C. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of Crazy Buffet Holdings, L.L.C., at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of Crazy Buffet Holdings, L.L.C., have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Crazy Buffet Holdings, L.L.C., has not been delinquent in the payment of any tax or assessment.

(E) Crazy Buffet Holdings, L.L.C., has not, since the balance sheet date:

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(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of Crazy Buffet Holdings, L.L.C.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets, except in the ordinary course of business.

(F) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Crazy Buffet Holdings, L.L.C., that would affect it or its properties, assets, or business; and Crazy Buffet Holdings, L.L.C., is not aware of any facts that to its knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of Crazy Buffet Holdings, L.L.C. Crazy Buffet Holdings, L.L.C., is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(G) The business operation of Crazy Buffet Holdings, L.L.C., has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Crazy Buffet Holdings, L.L.C., is not in violation of, or in default under, any term or provision of its Articles of Organization, as amended, or its Operating Agreement, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of Crazy Buffet Holdings, L.L.C., or that would prohibit Crazy Buffet Holdings, L.L.C., from entering into this Agreement or prevent consummation of this Agreement.

(H) Crazy Buffet Holdings, L.L.C., has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(I) The books of account, limited liability books, and membership share transfer ledgers of Crazy Buffet Holdings, L.L.C., are complete and correct, and there have been no transactions involving Crazy Buffet Holdings, L.L.C., that properly should have been set forth in those books, other than those set forth in those books.

(J) Crazy Buffet Holdings, L.L.C., represents and warrants that it has made full and complete disclosures of any material facts to the Merging Corporation, which facts if known by the Merging Corporation or its members, would cause the Merging Corporation to abandon the proposed merger with Crazy Buffet Holdings, L.L.C.

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ARTICLE III
COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01 Interim Conduct of Business; Limitations. Except as limited by this paragraph 3.01, pending consummation of the merger, each of the constituent companies will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships.

3.02 Submission To Shareholders and Members. This Agreement shall be submitted separately to the shareholders and/or members of the constituent companies, as applicable, in the manner provided by the laws of the State of Florida for approval.

3.03 Conditions Precedent to Obligations of Crazy Buffet, Inc. Except as may be expressly waived in writing by Crazy Buffet, Inc., all the obligations of Crazy Buffet, Inc., under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Crazy Buffet Holdings, L.L.C.:

(A) The representations and warranties made by Crazy Buffet Holdings L.L.C., to Crazy Buffet, Inc., in Article II of this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) Crazy Buffet Holdings, L.L.C. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(D) All proceedings and actions taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for Crazy Buffet, Inc.

3.04 Conditions Precedent to Obligations of Crazy Buffet Holdings, L.L.C. Except as may be expressly waived in writing by Crazy Buffet Holdings, L.L.C., all the obligations of Crazy Buffet Holdings, L.L.C., under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Crazy Buffet, Inc.

(A) The representations and warranties made by Crazy Buffet, Inc. to Crazy Buffet Holdings, L.L.C., in Article II of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

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(B) Crazy Buffet, Inc., shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE IV MANNER OF CONVERTING MEMBERSHIP INTERESTS

4.01 Manner. The holders shares in Crazy Buffet, Inc., shall surrender their stock certificates to the Managing Member of the Surviving Company promptly after the effective date, in exchange for membership interests of the Surviving Company to which they are entitled under this Article IV.

4.02 Basis. Each shareholder shall be entitled to receive one (1) membership unit of the Surviving Company for each two (2) shares that the shareholder owned in the Merging Company.

4.03 Membership Units of Surviving Company. The currently outstanding number of membership units in the Surviving Company shall remain outstanding in the Surviving Company.

ARTICLE V MANAGING MEMBER AND OFFICERS

5.01 Managing Member and Officers of Surviving Company. The Managing Member of the Surviving Company shall remain as Managing Member. The managing member of Crazy Buffet Holdings, L.L.C. was, and remains Wen Chen and his address is 2702 N. Dale Mabry Highway, Tampa, FL, 33607 All persons who as of the effective date of the merger shall be executive or administrative officers of Crazy Buffet Holdings, L.L.C., shall remain as officers of the Surviving Company until the members of the Surviving Company shall determine otherwise.

ARTICLE VI OPERATING AGREEMENT

6.01 Operating Agreement of the Surviving Company. The Operating Agreement of Crazy Buffet Holdings, L.L.C., existing on the effective date of the merger, shall continue in full force as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement or as provided by law.

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ARTICLE VII
NATURE AND SURVIVAL OF WARRANTIES,
INDEMNIFICATION AND EXPENSES OF NONSURVIVOR

7.01 Nature and Survival of Representations and Warranties. All statements contained in any memorandum, certificate, letter, document or other instrument delivered by or on behalf of Crazy Buffet Holdings, L.L.C., or the members pursuant to this Agreement, shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations and warranties of the parties shall survive for a period of one (1) year after the effective date. No inspection, examination or audit made on behalf of the parties or the members shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE VIII
TERMINATION

8.01 Circumstances. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the members of either of the constituent companies, by mutual consent of the shareholders and members of the constituent companies if:

(A) The members of Crazy Buffet Holdings, L.L.C., dissent so that, in their opinion the merger will be inadvisable or undesirable.

(B) Any material litigation or proceeding shall be instituted or threatened against either constituent company, or any of its assets, that, in the opinion of the shareholders or members of either company, renders the merger inadvisable or undesirable.

(C) Any legislation shall be enacted that, in the opinion of the shareholders or members of either company, renders the merger inadvisable or undesirable.

(D) Between the date of this Agreement and the effective date, there shall have been, in the opinion of the shareholders or members of either company, any materially adverse change in the business or condition, financial or otherwise, of either constituent company.

8.02 Notice of and Liability on Termination. If an election is made to terminate this Agreement and abandon the merger:

(A) The Managing Member or President of the constituent company who made the election shall give immediate written notice of the election to the other constituent company.

(B) On the giving of notice provided in subparagraph (A), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and

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expenses incident to this Agreement, there shall be no liability on the part of either constituent company as a result of the termination and abandonment.

ARTICLE IX
INTERPRETATION AND ENFORCEMENT

9.01 Further Assurances. Crazy Buffet, Inc., agrees that from time to time, as may be requested by the Surviving Company or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, any necessary instruments. Crazy Buffet, Inc., further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all of the property, rights, privileges, powers, and franchises, referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage pre-paid, addressed as follows:

Surviving Corporation:

Crazy Buffet, L.L.C.
945 West State Road 436, Suite 1179
Altamonte Springs, FL 32714

with copy to:

Gold, Resnick & Ficartotta, P.A.
ATTN: Michael E. Boutzoukas, Esquire
704 West Bay Street
Tampa, FL 33606

Merging Corporation:

Crazy Buffet, Inc.
2702 N. Dale Mabry Highway
Tampa, FL 33607

or at such other addresses as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the dates of delivery or deposit in the United States Mail, postage paid, as the case may be.

9.03 Entire Agreement; Counterparts. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

9.04 Controlling Law. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

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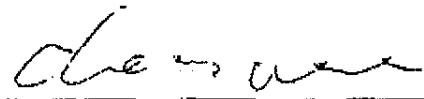
9.05 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

SURVIVING CORPORATION:

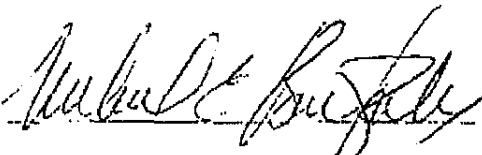
Crazy Buffet Holdings, L.L.C.
a Florida limited liability company

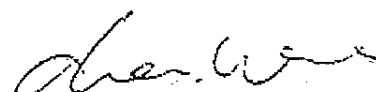


By: 
Wen Chen

MERGING CORPORATION:

Crazy Buffet, Inc.



By: 
Wen Chen

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