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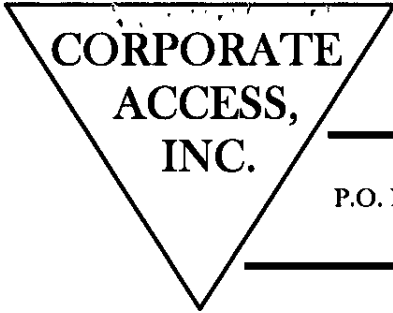
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1. BBI Holding Company, LLC
(CORPORATE NAME AND DOCUMENT #)
2. _____
(CORPORATE NAME AND DOCUMENT #)
3. _____
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4. _____
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SPECIAL INSTRUCTIONS:

EFFECTIVE DATE 12/31/2010

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CERTIFICATE OF REORGANIZATION AND CONVERSION
of
RBI MERGER CORP.
into
RBI COMPANY, LLC

This Certificate of Reorganization and Conversion is submitted to convert the following Florida Corporation into a Florida Limited Liability Company in accordance with §607.1113 and §608.439 Florida Statutes.

1. The other entity, RBI MERGER CORP. filed Articles of Incorporation with the Florida Department of State on December 28, 2010 as Document No. P10000103731. (Effective December 27, 2010.)
2. The other entity merged with R.B.I. HOLDING COMPANY, a Georgia corporation, with the other entity being the survivor entity, pursuant to Articles of Merger filed with the Florida Department of State on December 28, 2010, effective as of the close of business on December 31, 2010, as Document No. P10000103731
2. The name of the other entity immediately prior to the filing of this Certificate of Conversion is RBI MERGER CORP.
3. The name of the Florida limited liability company into which the other entity converted is RBI COMPANY, LLC which will have its principal office located at 4592 Ulmerton Road, Suite 100, Clearwater, Florida 33762.
4. The conversion is to be effective on December 31, 2010, immediately following the effective time of the Articles of Merger described in section 2 above and the filing of this Certificate of Reorganization and Conversion with the Florida Department of State.
5. The Plan of Reorganization and Conversion has been approved by unanimous Written Action of the Board of Directors and Shareholders of the other entity dated December 27, 2010, which vote was sufficient for approval.

Signed this December 27, 2010.

RBI MERGER CORP.

By: Peggy M. Rubin

Peggy M. Rubin, Chairman

RBI COMPANY, LLC

By: Peggy M. Rubin

Peggy M. Rubin,
Authorized Representative

EFFECTIVE DATE 12/31/2010

FILED
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**ARTICLES OF ORGANIZATION
OF
RBI COMPANY, LLC**

The undersigned hereby certifies that the following Articles of Organization are hereby adopted for the purpose of becoming a Limited Liability Company under Florida Statutes Chapters 608, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

**ARTICLE I.
NAME**

The name of the Limited Liability Company shall be RBI COMPANY, LLC.

**ARTICLE II.
DURATION; EFFECTIVE DATE**

This Limited Liability Company shall exist perpetually, commencing as of December 31, 2010.

**ARTICLE III.
PRINCIPAL OFFICE**

The principal office of this Limited Liability Company and the mailing address of this Limited Liability Company is 4592 Ulmerton Road, Suite 100, Clearwater, FL 33762.

**ARTICLE IV.
INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the Limited Liability Company is 4592 Ulmerton Road, Suite 100, Clearwater, FL 33762 and the name of its initial registered agent at such address is Leslie A. Rubin.

**ARTICLE V.
PURPOSE**

This Limited Liability Company may engage in any activity or business permitted under the laws of the United States of America and of this State.

**ARTICLE VI.
MANAGEMENT**

1. Manager Managed. The Limited Liability Company is a manager-managed company. Management of the Limited Liability Company is reserved to its Managers in accordance with the Operating Agreement of this Limited Liability Company. The names and addresses of the Managers are:

Leslie A. Rubin
4592 Ulmerton Road, Suite 100
Clearwater, FL 33762

Michael Kahn
2125 Meller Lane SW
Marietta, GA 30064

Peggy M. Rubin
6140 River Chase Cir. NW
Atlanta, GA 30328

Donna Rubin-Squire
2945 Coles Way
Atlanta, GA 30350

It is the intention of the Members, that the Managers shall be responsible for making, and shall be vested with the sole power to make, all major decisions affecting the operation of the Limited Liability Company's business.

2. Number, Qualification and Term of Office. The business and affairs of the Limited Liability Company shall be managed by four (4) Managers. Two (2) Managers shall be elected by the affirmative vote of a majority of the Class F Voting Units represented at the meeting at which such election is held and two (2) Managers shall be elected by the affirmative vote of a majority of the Class H Voting Units represented at the meeting at which such election is held. None of the Managers need be a resident of the State of Florida or hold Units in the Limited Liability Company. The Managers shall be elected at an annual meeting of the Members and shall serve for a term of one (1) year or until their successors are elected and qualified.

3. Vacancies. The Managers may not fill the place of any Manager which may become vacant prior to the expiration of his term. Instead the successor to such withdrawing Manager shall be elected by a majority of the class of the Limited Liability Company's voting Units that elected the withdrawing Manager.

4. Compensation. For their services as Managers, the Managers may receive a fixed sum salary and reimbursement of expenses of attendance at each meeting of the Managers in accordance with directions from the Members at a duly constituted meeting of the Members. A Manager may serve the Limited Liability Company in a capacity other than that of Manager and receive compensation for the services rendered in such other capacity.

5. Removal. Each Manager then serving shall be at all times subject to immediate removal whether with or without cause and without prior notice upon a majority vote of the Units of the class that elected him, or upon unanimous written resolution of the holders of all the Units of such class. No Manager shall be subject to removal as provided in this Section 5. except by the holders of the class of Units that elected him under Section 2. of this Article VI.

6. Manager Discretion With Respect to Family Members. Notwithstanding the power granted hereunder to the officers of the Limited Liability Company to manage the day-to-day operations of the Limited Liability Company's business, the Managers shall be vested with the sole power to hire, fire, set the compensation and decide all other

matters respecting the employment by the Limited Liability Company of (i) Myer Rubin, his lineal descendants and the spouses of his lineal descendants and (ii) any of the lineal descendants of Elliot Rubin and the spouses of Elliot Rubin's lineal descendants. The power granted to the Managers in this Section 6. shall be exercisable only upon a majority vote of the Managers at a duly called meeting of the Managers. If any issue respecting the compensation or employment status of any of the persons described in clauses (i) or (ii) of the first sentence of this Section 6. comes before the Managers and the Managers fail to obtain a majority vote with respect to the disposition thereof, then the compensation or employment status of such person shall continue unchanged unless and until later altered by the Managers as provided herein: provided, however, if such person is not an officer of the Limited Liability Company such person's compensation shall be the minimum wage allowed by law if a majority of the Managers fails to agree on the compensation to be paid such person.

**ARTICLE VII.
CLASSES OF UNITS**

This Limited Liability Company is authorized to issue four (4) classes of Units: Class F Voting Units, Class G Nonvoting Units, Class H Voting Units, and Class I Nonvoting Units.

Class F Voting Units. The aggregate number of Class F Voting Units that the Limited Liability Company shall have the authority to issue shall be One Thousand (1,000).

The holders of the Class F Voting Units shall be vested with the power to designate two (2) Managers of the Limited Liability Company.

Except with respect to the powers to elect two (2) Managers vested in the holders of Class H Voting Units, the holders of Class F Voting Units shall be entitled to notice of any meeting of Members and shall be entitled to vote on any question that may be presented to and decided upon by the Members.

Class G Nonvoting Units. The aggregate number of shares of Class G Nonvoting Units that the Limited Liability Company shall have authority to issue shall be Two Hundred Thousand (200,000).

The holders of the Class G Nonvoting Units shall have no voting rights. The holders of the Class G Nonvoting Units shall not be entitled to notice of any meeting of the Members and shall not be entitled to vote on any question whatsoever that may be presented to and decided upon by the Members. The face of each Certificate of Class G Nonvoting Units shall be plainly marked "Nonvoting".

Class H Voting Units. The aggregate number of shares of Class H Voting Units that the Limited Liability Company shall have authority to issue shall be One Thousand (1,000).

The holders of the Class H Voting Units shall be vested with the power to elect two (2) Managers of the Limited Liability Company.

Except with respect to the powers to elect two (2) Managers vested in the holders of Class F Voting Units, the holders of Class H Voting Units shall be entitled to notice of any meeting of Members and shall be entitled to vote on any question that may be presented to and decided upon by the Members.

Class I Nonvoting Units. The aggregate number of shares of Class I Nonvoting Units that the Limited Liability Company shall have authority to issue shall be Two Hundred Thousand (200,000).

The holders of the Class I Nonvoting Units shall have no voting rights. The holders of the Class I Nonvoting Units shall not be entitled to notice of any meeting of the Members and shall not be entitled to vote on any question whatsoever that may be presented to and decided upon by the Members. The face of each Certificate of Class I Nonvoting Units shall be plainly marked "Nonvoting".

Except with respect to the voting rights carried by the shares of the Class F Voting Units and the Class H Voting Units, the respective classes of the Units issued by the Limited Liability Company shall be identical in every way.

The transfer of the Units issued by the Limited Liability Company are restricted as provided in Article VIII of these Articles of Organization.

**ARTICLE VIII.
RESTRICTIONS ON TRANSFER OF UNITS**

1. Restrictions on Transfer.

A. No holder of any of the Limited Liability Company's outstanding Units ("Members") shall transfer, encumber or dispose of all or any part of his or her Units in the Limited Liability Company (by gift, sale or otherwise), now owned or hereafter acquired by him or her, without the written consent of persons owning a majority of the outstanding shares of the class of Units that the Member desires to transfer or, in the absence of such written consent, without first giving to all the holders of such class of Units written notice by registered mail, return receipt requested, of his or her intention to make a disposition of said Units, said notice being hereinafter referred to as the "Notice." The Notice shall be accompanied by a copy of an offer from a bona fide third party which shall have been received by the Member desiring to sell, the terms of said offer to purchase to be for payment in cash at closing and accompanied by a deposit in escrow by the proposed purchaser of a sum equal to at least twenty-five (25%) percent of the proposed purchase price.

B. Within the thirty (30) day period after mailing of the Notice, meetings of the Members of each affected class of Units shall be called by the President of the Limited Liability Company upon not less than seven (7) days' notice by certified or registered mail, and such meeting or meetings shall be held at the principal office of the Limited Liability Company, or at any other place (within or without the State of Florida) that the Managers or Members may, from time to time, select. At each such meeting, all of the Units of such class held by the Member desiring to make any such disposition (the "Disposition Units") shall be offered for sale and shall be subject to an option to purchase by the other holders of the outstanding Units of such class.

C. The options shall be exercised, if at all, at the meeting of the Members of the affected class of Units. The options herein provided shall be exercisable only if all of the Disposition Units are purchased. The purchase price of the Disposition Units shall be the lesser of (i) eighty (80%) percent of the Disposition Units' net book value as of the last fiscal year ending prior to the date of the Notice, or (ii) as provided in the offer from the bona fide third party which accompanied the Notice. The purchase price shall be payable by delivery of a promissory note ("Note") which Note shall be dated the date of the closing and shall provide for level, monthly payments of principal and interest spread over ten (10) years, commencing ninety (90) days from the date of the closing. The Note shall bear interest at the rate of nine (9%) percent per annum and may be prepaid in part or full at any time without penalty or premium. The closing of the sale of the Disposition Units shall take place, at the option of the purchaser or purchasers, on or before the later of: (i) seven (7) days after said Members' meeting, or (ii) sixty (60) days after mailing of the Notice.

D. If more than one Member of the affected class of Units elects to exercise his or her option, then each such Member desiring to purchase shall be entitled to purchase the number of Disposition Units determined by multiplying the total number of Disposition Units available for purchase by a fraction, the numerator of which shall be the number of Units of such class then held by the Member desiring to purchase and the denominator of which shall be the total number of Units of such class held by all Members desiring to purchase.

E. If the options to purchase the Disposition Units of the Member desiring to transfer such Units in the Limited Liability Company are not exercised within the time limit prescribed in this Article VIII, Section 1, then, in that event, the Member desiring to transfer his Disposition Units shall be free to encumber or transfer the exact number of Units of the class of Units specified in the Notice without further restriction, upon the terms contained in the Notice, provided, that the said Unit encumbrance or Unit disposition is consummated within sixty (60) days after the expiration of the options provided under this Article VIII. If the Unit encumbrance or Unit disposition is not consummated

within said sixty (60) day period, then, in that event, said Units shall again be subject to all the restrictions contained herein.

F. The rights of first refusal granted in this Section 1. shall in no event obligate the Limited Liability Company or its Members to purchase any Units of any Member desiring to transfer any of his Units in the Limited Liability Company.

2. Attempted Violation of Section 1.

A. If a Member purports to transfer Units of the Limited Liability Company in violation of the terms and provisions of Section 1. of this Article VIII, then the other holders of the outstanding class of such Unit shall have an option to purchase all, but not less than all, of the Units of the Member attempting to violate the provisions of Section 1. of this Article VIII (the "Violation Units") within thirty (30) days of the attempted transfer of the Violation Units, notice shall be sent to the other holders of the outstanding Units of such class advising that an attempted violation of Section 1. of this Article VIII has occurred, said notice being hereinafter referred to as the "Violation Notice." Within the thirty (30) days period after mailing the Violation Notice, meetings of the Members of such affected classes of Units shall be called by the President of the Limited Liability Company upon not less than seven (7) days notice by certified or registered mail, and such meeting or meetings shall be held at the principal office of the Limited Liability Company or at any other place (within or without the State of Florida) that the Managers or Members may, from time to time, select. At such meetings, all of the Violation Units shall be offered for sale and shall be subject to an option to purchase, first by the other holders of the outstanding Units of such class, and if not so exercised, then by the Limited Liability Company.

B. The options shall be exercised, if all, at the meeting of the Members of the affected class of Units. The options herein provided shall be exercisable only if all of the Violation Units are purchased. The purchase price of the Violation Units, if purchased by the other holders of the outstanding Units of such class, shall be seventy-five (75%) percent of the Violation Units' net book value as of the last fiscal year ending prior to the date of the Violation Notice. The purchase price of the Violation Units, if purchased by the Limited Liability Company, shall be sixty (60%) percent of the Violation Units' net book value as of the last day of the fiscal year ending prior to the date of the Violation Notice. The closing of the sale of the Violation Units shall take place, at the option of the purchaser or purchasers, on or before the late of: (i) seven (7) days after said Members' meeting, or (ii) sixty (60) days after mailing of the Violation Notice.

C. If more than one Member of the affected Unit class elects to exercise his or her option, then each such Member desiring to purchase Violation Units shall be entitled to purchase the number of Violation Units determined by multiplying the total number of the Violation Units available for purchase by a fraction, the numerator of which shall be the

number of Units of such class then held by the Member desiring to purchase and the denominator of which shall be the total number of Units of such class held by all Members desiring to purchase. The selling Member shall not participate in the decision of whether the Limited Liability Company shall exercise its option to purchase the Violation Units.

D. If the options to purchase the Violation Units are not exercised within the time limit prescribed in this Section 2. of Article VIII, then, in that event, the attempted transfer of the Violation Units shall be null and void and of no effect and such Units shall remain subject to the terms and provisions of these Articles of Organization.

ARTICLE IX. OFFICERS

The officers of the Limited Liability Company shall consist of a Chairman, President, Secretary, Treasurer, and Controller. Upon action by the Managers, the officers of the Limited Liability Company may be extended to constitute, in addition to the Chairman, President, Secretary and Treasurer, a Chief Executive Officer, Vice-Chairman or Vice-Chairmen, and a Vice President or Vice Presidents. The duties and authority of the officers shall be set forth in the Operating Agreement of the Company, which shall be approved by a majority vote of the Members who own voting Units and a majority vote of the Managers. The officers (except the Chief Executive Officer, Chairman and the President) shall be elected by and shall serve at the pleasure of a majority of the Managers. The Chief Executive Officer, Chairman and the President shall be elected at the annual meeting of the Managers as follows:

A. For each odd-numbered calendar year, (i) the Managers elected by the holders of the Limited Liability Company's Class F Voting Units shall elect the President and (ii) the Managers elected by the holders of the Limited Liability Company's Class H Voting Units shall elect the Chairman.

B. For each even-numbered calendar year, (i) the Managers elected by the holders of the Limited Liability Company's Class H Voting Units shall elect the President and (ii) the Managers elected by the holders of the Limited Liability Company's Class F Voting Units shall elect the Chairman.

C. The Managers elected by holders of the Limited Liability Company's Class F Voting Units and the Managers elected by the holders of the Limited Liability Company's Class H Voting Units shall have the power, exercisable separately and independently by each such group of Managers upon a majority vote of each such group of Managers or upon unanimous written consent of each such group of Managers, to at any time and without prior notice remove and terminate the duties of the President or Chairman in the calendar year such officer is elected by such Managers (whether with or without cause), and in the place of such officer elect whomsoever such Managers desire. The power vested in such Managers shall

only be exercisable with respect to officers elected or appointed in such calendar year by Managers who were elected by holders of the same class of Units as the Managers exercising such power.

D. Notwithstanding any contrary term or provision of this Article IX, the Managers elected by the holders of the Class F Voting Units and the Class H Voting Units shall have the power, exercisable upon a unanimous affirmative vote of all such Managers, to alter the provision for the election of officers made in Paragraphs A and B above in any manner that they may choose (i.e. for two or more successive years the Chairman may be elected by one voting class and the President by the other voting class).

E. The Chief Executive Officer shall be elected by a majority of the Managers.

**ARTICLE X.
DISTRIBUTIONS AND RESERVES**

1. Discretionary Distributions. The Managers of the Limited Liability Company may from time to time declare and in such event the Limited Liability Company shall pay, Distributions with respect to the outstanding Units in cash, property, or the Limited Liability Company's own Units, except when the Limited Liability Company is insolvent or when the declaration or payment thereof would be contrary to any restrictions, contained in these Articles of Organization or applicable law and subject to the following provisions: distributions may be declared and paid in cash or property only out of the unreserved and unrestricted funds of the Limited Liability Company.

2. Required Distributions. Notwithstanding any other term or provision of these Articles of Organization, but subject in all events to the provisions of the Florida Limited Liability Company Act governing the payment of distributions, the Managers shall declare and pay cash distributions as hereinafter provided to the holders of record of the Limited Liability Company's Units:

A. DEFINITIONS. For all purposes of this Article X of these Articles of Organization, the following words and phrases shall have the meanings ascribed to them below:

i) "Applicable Period". Each of the following periods:

<u>Commencing</u>	<u>Ending</u>
January 1.....	March 31
April 1.....	May 31
June 1.....	August 31
September 1.....	December 31

ii) "Application Period Fraction": With respect to any calculation made hereunder:

<u>If the Distribution Date Occurs During</u>	<u>Then the Applicable Period Fraction Shall Be</u>
January 1 - March 31	1/4
April 1 - May 31	1/6
June 1-August 31	1/4
September 1-December 31	1/3

iii) "Distribution Date": The (i) last day of each Applicable Period, (ii) date of death of any Member and (iii) day that is one day prior to the date any Member disposes of any of his Units in the Limited Liability Company.

iv) "Member": Any person, trust or estate who is the owner, as reflected on the books and records of the Limited Liability Company, of any of the Limited Liability Company's outstanding Units and the estate of any person who immediately prior to his death was reflected on the books and records of the Limited Liability Company as being the owner of any Units, for so long as such deceased person continues to be the registered owner of such Units after his death.

v) "Unit Ownership Factor": With respect to any Member, the sum of the products obtained by multiplying such Member's percentage Unit ownership in the Limited Liability Company on each day of any Applicable Period by a fraction, the numerator of which is (1) and the denominator of which is the number of days in the Applicable Period; provided however, that if the Distribution Date does not occur on the last day of the Applicable Period, then the Unit Ownership Factor shall be the sum of the products obtained by multiplying such Member's percentage Unit ownership in the Limited Liability Company on such Distribution Date and on each day of such Applicable Period that precedes such Distribution Date by a fraction, the numerator of which is one (1), and the denominator of which is the number of days in such Applicable Period preceding such Distribution Date, plus one (1).

vi) "Highest Federal Rate": With respect to any calendar year, the highest marginal rate of federal income tax imposed on individual residents of the United States.

vii) "Highest State Rate": With respect to any Member in any calendar year, the highest marginal rate of state income tax imposed on individual residents of the State of Georgia, whether as a comprehensive income tax or as a special income tax imposed on limited liability company distributions, or otherwise.

viii) "Company Income": For any calendar year, the net taxable income of the Limited Liability Company, as determined by the firm of accountants then serving the Limited Liability Company, utilizing federal income tax accounting principals; provided, that the income and gain recognized by the Company and/or the Members as a result of the conversion of RBI Merger Corp. into this Company shall not be included in net taxable income for purposes of calculating the Required Distribution.

B. Payment of Distributions. The Managers shall declare a distribution, payable to each Member on each Distribution Date, equal to the Applicable Period Fraction multiplied by the sum of the State Tax Component and the Federal Tax Component,

where the State Tax Component is equal to: the product of (i) the Highest State Rate for the calendar year in which such Distribution Date occurs, multiplied by the Member's Unit Ownership Factor for the Applicable Period ending on such Distribution Date and (ii) the Limited Liability Company's Company Income for the calendar year immediately preceding the calendar year in which such Distribution Date occurs; and

where the Federal Tax Component is equal to: the product of (i) the Highest Federal Rate for the calendar year in which such Distribution Date occurs and (ii) the positive difference obtained by subtracting (a) the State Tax Component for such Distribution Date from (b) the product of the Member's Unit Ownership Factor for the Applicable Period ending on such Distribution Date and the Limited Liability Company's Company Income for the calendar year immediately preceding the calendar year in which such Distribution Date occurs.

C. Additional Distributions. On January 1 of each year, the Managers shall declare a distribution, payable to each Member prior to April 1 of the immediately following calendar year, equal to the amount by which the aggregate Distributions paid pursuant to Paragraph B above to the respective Members in the calendar year containing such January 1 is exceeded by the sum of the State Tax Component and the Federal Tax Component for such calendar as determined after the end of such year by the firm of accountants then serving the Limited Liability Company. It is understood and specifically contemplated that on each such January 1 the Managers will not know the exact amount of the Distribution then declared under this Paragraph C. Nevertheless, the Managers shall declare such dividend without the necessity of assigning a specific cash value thereto, and shall pay the amount determined hereunder at such later time.

D. Distribution Adjustments Based on Adjustments to Company Income. On January 1 of each year, the Managers shall declare a distribution to be paid at a later date as hereinafter determined, equal to the amount determined below:

1. If the firm of accountants then regularly serving the Limited Liability Company determines that the Company Income for the calendar year containing such January 1 is greater than previously determined for the purpose of making the calculations required hereunder; and

2. If at any time after the close of the calendar year that contains such January 1, the firm of accountants then regularly serving the Limited Liability Company determines that the sum of the State Tax Component and the Federal Tax Component for such year (recalculated after making the necessary adjustment to Company Income for

such year) exceeds the sum of the distributions previously paid pursuant to Paragraphs B, C and D of this Section by the Limited Liability Company to the Members with respect to such year; then

3. Such distribution shall be paid to the Members at the time such higher Company Income is determined, in an amount equal to the amount by which the sum of such recalculated Federal Tax Component and State Tax Component for such year exceeds such distributions previously paid with respect to such year.

It is understood and specifically contemplated that on each such January 1 the Managers will not know the exact amount of the distribution then declared under this Paragraph D. Nevertheless, the Managers shall declare such dividend without the necessity of assigning a specific cash value thereto, and shall pay the amount determined hereunder at such later time.

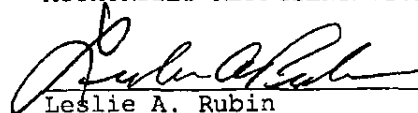
E. Adjustments Based on Business Judgment. If the Managers in good faith determine that the Company Income for the then current calendar year is likely to be less than the Limited Liability Company earned in the immediately preceding calendar year, whether due to business declines, losses, or any other circumstances, then the Managers shall reduce the distributions to be paid with respect to such calendar year under Paragraph B of this Section so that the sum of all distributions paid pursuant to such Paragraph B in such calendar year to each such Member is equal to the sum of the distributions determined to be payable to such Member under such Paragraph B for such year, substituting "the Managers estimate for the Company Income of the current year" in place of "the Company Income for the calendar year immediately preceding the calendar year in which such Distribution Date occurs."

3. Reserves. Before payment of any distribution, there may be set aside out of any funds of the Limited Liability Company available for distributions such sum or sums as the Managers, from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies or for equalizing distributions or for repairing or maintaining any property of the Limited Liability Company or for such other purpose as the Managers shall think conducive to the interest of the Limited Liability Company, and the Managers may modify or abolish any such reserve in the manner by which it was created.

The undersigned, being the authorized representative of a Voting Member of the Limited Liability Company, hereby certifies that the foregoing constitutes the Articles of Organization of RBI COMPANY, LLC.

Executed by the undersigned on December 27, 2010.

AUTHORIZED REPRESENTATIVE:



Leslie A. Rubin

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT
ACKNOWLEDGMENT OF REGISTERED AGENT

Pursuant to Section 608.415, Florida Statutes, I agree to act in the capacity of Registered Agent for RBI COMPANY, LLC and will comply with the provisions of all statutes relative to the proper and complete performance of my duties. I am familiar with and accept the obligations of Section 608.415, Florida Statutes.

DATED this 27th day of December, 2010.



Leslie A. Rubin