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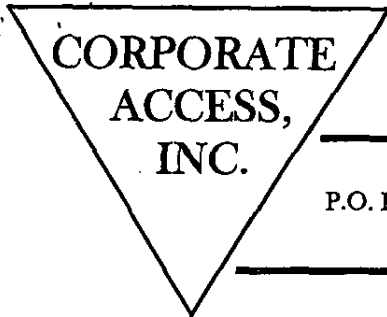


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LLC Amend

1. RBI Company, LLC  
(CORPORATE NAME AND DOCUMENT #)
2. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)
3. \_\_\_\_\_  
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(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

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ARTICLES OF AMENDMENT  
TO ARTICLES OF ORGANIZATION  
OF  
RBI COMPANY, LLC

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The undersigned being one of the members named in the Articles of Organization of RBI COMPANY, LLC, a Florida limited liability company, (the "Company"), in accordance with the provisions of Chapter 608, Florida Statutes, hereby amends its Articles of Organization as set forth below:

1. The name of the Company is RBI COMPANY, LLC.
2. The Articles of Organization for the Company were filed with the Florida Department of State on December 29, 2010, effective December 31, 2010, along with a related Certificate of Conversion and the organizational date for the Company is deemed effective December 27, 2010, which is the effective date of the Articles of Incorporation of RBI Merger Corp., a Florida corporation that is the predecessor by conversion of the Company.
3. Article VIII of the Company's Articles of Organization is hereby deleted in its entirety and the following is substituted therefor:

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

1. Restrictions on Transfer. A holder of any of the Limited Liability Company's outstanding Units ("Member"), may 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, only in accordance with this Article VIII.

A. A Member who is an individual may transfer, encumber or dispose of all or any part of his or her Class F Voting Units or Class H Voting Units in the Limited Liability Company (by gift, sale or otherwise), now owned or hereafter acquired by him or her, (i) during his or her lifetime, to another Member who holds Voting Units of the same class, or (ii) at his or her death, to another Member who holds Voting Units of the same class or to a descendant of the deceased Member, or (iii) at any time, to any person approved by unanimous vote of the Managers of the Limited Liability Company. A Member that is a trust may transfer, encumber or dispose of all or any part of its Class F Voting Units or Class H Voting Units in the Limited Liability Company (by gift, sale or otherwise), now owned or hereafter acquired by it, (i) at any time, to another Member who holds

Voting Units of the same class, or (ii) after the death of the settlor of the trust, to a descendant of the deceased settlor, or (iii) at any time, to any person approved by unanimous vote of the Managers of the Limited Liability Company.

B. No Member shall transfer, encumber or dispose of all or any part of his or her Class G Non-Voting Units or Class I Non-Voting Units in the Limited Liability Company ("Non-Voting Units") (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 Non-Voting 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 Non-Voting Units written notice by registered mail, return receipt requested, of his or her intention to make a disposition of said Non-Voting Units, said notice being hereinafter referred to as the "Notice." The Notice shall set forth the names of any prospective purchasers and shall designate a cash purchase price for which the Member would be willing to sell all or the designated portion of his Non-Voting Units (the "Disposition Units").

C. Within the thirty (30) day period after mailing of the Notice, the options may be exercised, if at all, by delivery of written notice (the "Exercise Notice") to all Members of the affected class of Non-Voting Units, including the transferor, by the Members of the affected class of Non-Voting Units who desire to exercise the option. Each Exercise Notice shall set forth the maximum number of Disposition Units that the exercising Member is willing to purchase. 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 amount set forth in the Notice. The purchase price shall be payable in cash at closing. The closing of the sale of the Disposition Units shall take place, on or before the date that is not more than sixty (60) days after mailing of the Notice, as designated by the purchasers.

D. If more than one Member of the affected class of Non-Voting 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 Non-Voting Units of such

class then held by the Member desiring to purchase and the denominator of which shall be the total number of Non-Voting Units of such class held by all Members desiring to purchase, unless otherwise agreed by all Members desiring to purchase the Disposition Units.

E. If the options to purchase the Disposition Units of the Member desiring to transfer such Non-Voting 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 Non-Voting Units of the class of Non-Voting Units specified in the Notice without further restriction, to one or more of the prospective purchasers designated in the Notice and for a purchase price of not less than ninety-five percent (95%) of the price set forth in the Notice, payable in cash at closing; provided that the said Unit encumbrance or Unit disposition is consummated within ninety (90) days after the date of the Notice; and provided, further that if the Member transferring the Non-Voting Units is indebted to the Company, the proceeds of sale shall be applied to repay said debt and if the debt to the Company exceeds the purchase price of the transferred Non-Voting Units, then the transferred Non-Voting Units shall remain subject to such debt and any related security agreement, including but not limited to debt evidenced by a Nonrecourse Promissory Note made by the transferor Member in favor of the Company with respect to a loan to fund certain of the Member's taxes arising as a result of his ownership of the Non-Voting Units. If the Non-Voting Unit encumbrance or Non-Voting Unit disposition is not consummated within said ninety (90) day period, then, in that event, said Non-Voting Units shall again be subject to all the restrictions contained herein.

F. The rights 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.

G. Any Units transferred pursuant to this Article VIII; Section 1 shall remain subject to the Articles of Organization, as amended from time to time, and Operating Agreement of the Limited Liability Company, and, upon receipt of delivery of certificates or other documents representing the transferred Units, the transferee shall be so bound. The transferor and

transferee shall execute such documents and instruments of conveyance and assumption as may be necessary or appropriate in the opinion of counsel to the Limited Liability Company to effect such transfer and to confirm the transferee's agreement to be bound by the provisions of this Article VIII, and the assumption of all monetary obligations of the transferor Member with respect to the Units being transferred and the transferor Member's agreement to guarantee the prompt payment and performance of such assumed obligations.

2. Attempted Violation of Section 1.

A. If a Member transfers or attempts to transfer Units of the Limited Liability Company in violation of the terms and provisions of Section 1. of this Article VIII, then the transfer or attempted transfer of the Units shall be null and void and of no force or effect and such Units shall remain subject to the terms and provisions of these Articles of Organization. By accepting Units, each Member hereby acknowledges the reasonableness of the restrictions on transfer imposed by this Article VIII in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on transfer contained herein shall be specifically enforceable. Each Member hereby further shall hold the Company and each Member (and each Member's successors and assigns) wholly and completely harmless from any cost, liability, or damage (including, without limitation, liabilities for income taxes and costs of enforcing this indemnity) incurred by any of such indemnified persons as a result of a transfer or an attempted transfer in violation of this Article VIII."


4. These Articles of Amendment shall be effective upon filing with the Florida Department of State.

5. Except as expressly provided herein, all of the terms and provisions of the Articles of Organization shall remain in full force and effect and are hereby ratified and confirmed.

The execution of these Articles of Amendment to the Articles of Organization by the undersigned constitutes an affirmation under the penalties of perjury that the facts stated herein are true and correct.

IN WITNESS WHEREOF, the undersigned, constituting at least one of the Voting Members of RBI COMPANY, LLC has executed these

Articles of Amendment to Articles of Organization this 6<sup>th</sup> day of June, 2011.

  
\_\_\_\_\_  
Leslie A. Rubin,  
Authorized Representative of a  
Voting Member

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