

L990000906681

Goldberg + Simpson, PSC

Requester's Name

101 S. 5th St

Address

Louisville, KY 40202-3118

City/State/Zip

Phone #

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****315.00 *****78.75

80.00

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. TW-Magic LLC

(Corporation Name)

(Document #)

2.

(Corporation Name)

(Document #)

3.

(Corporation Name)

(Document #)

4.

(Corporation Name)

(Document #)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 NOV - 1 AM 10:40

☐ Walk in

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NEW FILINGS

AMENDMENTS

☐ Profit

☐ Not for Profit

☐ Limited Liability

☐ Domestication

☐ Other

☐ Amendment

☐ Resignation of R.A., Officer/Director

☐ Change of Registered Agent

☐ Dissolution/Withdrawal

☐ Merger

OTHER FILINGS

REGISTRATION/QUALIFICATION

☐ Annual Report

☐ Fictitious Name

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

☐ Trademark

☐ Other

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

TW-MAGIC, LLC, A Kentucky Limited Liability Company

INTO

TW-MAGIC, LLC, a Florida entity, L99000006681

File date: November 1, 1999, effective November 1, 1999

Corporate Specialist: Michelle Hodges

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 NOV - 1 AM 10:40

ARTICLES OF MERGER
of
TW-MAGIC, LLC
(A Kentucky Limited Liability Company)
With and Into
TW-MAGIC, LLC
(A Florida Limited Liability Company)

Pursuant to applicable provisions of Kentucky and Florida law, the undersigned limited liability companies hereby adopt the following Articles of Merger:

ARTICLE

1

**Names and Jurisdictions of
Constituent Companies**

The names and jurisdiction of formation or organization of each constituent business entity which is to merge are as follows:

- (i) **TW-Magic, LLC**, a Kentucky manager-managed limited liability company ("**TW-Magic-Kentucky**"),
[Employer Identification Number: N/A]

and

- (ii) **TW-Magic, LLC**, a Florida manager-managed limited liability company ("**TW-Magic-Florida**")
[Employer Identification Number: 59-3604375]

[Florida Registration Number: 199000006681]

(TW-Magic-Kentucky and TW-Magic-Florida are hereinafter sometimes referred to collectively as the "**Constituent Companies**" and each individually as a "**Constituent Company**").

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ARTICLE

2

Plan of Merger

A copy of the Plan of Merger is attached hereto and made a part hereof as **EXHIBIT A**.

ARTICLE

3

Surviving Business Entity

TW-Magic-Kentucky shall be merged with and into TW-Magic-Florida, and the name of the surviving business entity pursuant to the merger, which shall be TW-Magic-Florida, is **TW-Magic, LLC**. The surviving company is a Florida limited liability company. The street address of the principal office of the surviving company is:

**3903 Northdale Blvd., Suite 150 East
Tampa, Florida 33624**

The Federal Employer Identification Number of the surviving company is: **59-3604375**, and the Florida Registration Number of the surviving company is

ARTICLE

4

Approval of Plan of Merger

The Plan of Merger was duly authorized and approved by TW-Magic-Kentucky in accordance with **KRS 275.350** and any other applicable laws of the Commonwealth of Kentucky. The Plan of Merger was duly authorized and approved by TW-Magic-Florida in accordance with sections 608.438, 608.4381, 608.4382, and any other applicable provisions of **Chapter 608 of the Florida Statutes** or other applicable laws of the State of Florida.

ARTICLE

5

Merger Not Prohibited

The merger is permitted under the laws of Commonwealth of Kentucky and the State of Florida (the applicable jurisdictions) and is not prohibited by the Operating Agreement, Articles of Organization, or any other governing instruments with respect to the Constituent Companies.

ARTICLE

6

Statement of Surviving Entity

TW-Magic-Florida, as the surviving business entity under the merger, hereby:

- (i) Agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of TW-Magic-Kentucky (the only Constituent Company that was organized under the laws of the Commonwealth of Kentucky), as well as for enforcement of any obligation of TW-Magic-Florida, the surviving business entity arising from the merger; *and*
- (ii) Appoints the Kentucky Secretary of State as TW-Magic-Florida's agent for service of process in any such proceeding.
- (iii) TW-Magic-Florida, as the surviving member, has agreed to promptly pay to the dissenting members of each Constituent Company the amount, if any, to which such dissenting members are entitled under **Florida Statutes 608.4384** or any other applicable law.

The address to which a copy of the process shall be mailed to TW-Magic-Florida by the Secretary of State is as follows:

**3903 Northdale Blvd., Suite 150 East
Tampa, Florida 33624**

ARTICLE

7

Effective Date of Merger

The merger of TW-Magic-Kentucky with and into TW-Magic-Florida shall be effective as of **November 1, 1999**.

IN WITNESS WHEREOF, the undersigned has duly executed these Articles of Organization as of the 30th day of **October, 1999**, as a Member and duly authorized Managing Director of each of the Constituent Companies and hereby acknowledges and agrees that, pursuant to Section 608.408(3) of the Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true and that the Articles of Merger comply with and have been executed in accordance with the laws of the Commonwealth of Kentucky and the State of Florida.

TW-MAGIC, LLC
A Kentucky Limited Liability Company

By: > 

David Wu, Managing Director
David M. Roth

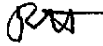
TW-MAGIC, LLC
A Florida Limited Liability Company

By: > 

David Wu, Managing Director
David M. Roth

I certify that the foregoing
document was prepared by

>



David M. Roth

David M. Roth, P.S.C. *of counsel to*
Goldberg & Simpson, P.S.C.
2406 Valley Vista Road
Louisville, Kentucky 40205-2430

Telephone: (502) 451-7765
Fax: (502) 451-1805
E-Mail: DMRoth28@home.com

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EXHIBIT A

PLAN OF MERGER
of
TW-MAGIC, LLC
(A Kentucky Limited Liability Company)
With and Into
TW-MAGIC, LLC
(A Florida Limited Liability Company)

THIS PLAN OF MERGER ("Plan of Merger") is made and entered into as of the 29th day of **October, 1999**, by and between:

- (i) **TW-Magic, LLC**, a Kentucky manager-managed limited liability company ("**TW-Magic-Kentucky**"), and
- (ii) **TW-Magic, LLC**, a Florida manager-managed limited liability company ("**TW-Magic-Florida**")

(TW-Magic-Kentucky and TW-Magic-Florida are hereinafter sometimes referred to collectively as the "**Constituent Companies**" and each individually as a "**Constituent Company**").

The surviving entity will be **TW-Magic, LLC**, a Florida manager-managed limited liability company.

ARTICLE

1

Merger Events

1.1 Merger of TW-Magic-Kentucky with and into TW-Magic-Florida

Subject to the terms and conditions of this Plan of Merger, TW-Magic-Kentucky shall be merged with and into TW-Magic-Florida (the "**Merger**"), effective as of 12:01 am on **November 1, 1999** upon filing of the Articles of Merger with the Secretary of State of the State of Florida, following the filing of appropriate Articles of Merger with the Secretary of State of the Commonwealth of Kentucky so that the effective date of the Merger shall be **November 1, 1999** (the "**Effective Date**"). The separate legal existence of TW-Magic-Kentucky shall thereupon cease; TW-Magic-Florida shall be the surviving limited liability company and the separate legal existence of TW-Magic-Florida with all its purposes, objects, rights, privileges, powers, franchises and interests shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the Kentucky Limited Liability Company Act and the Florida Limited Liability Company Act. Limited liability is retained by TW-Magic-Florida.

1.2 Effect of Merger

On and after the Effective Date:

1.2.1 Assets, Actions and Proceedings

TW-Magic-Florida shall possess all of the respective rights, privileges, powers, franchises and interests of TW-Magic-Kentucky in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, TW-Magic-Florida by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against TW-Magic-Kentucky may be continued as if the Merger did not occur, or TW-Magic-Florida may be substituted in the proceeding for TW-Magic-Kentucky in such action or proceeding.

1.2.2 Liabilities; Rights of Creditors

TW-Magic-Florida shall be liable for all liabilities of TW-Magic-Kentucky, and all debts, liabilities, obligations and contracts of TW-Magic-Kentucky, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the respective balance sheets, books of account or records of TW-Magic-Kentucky, and such liabilities of TW-Magic-Florida shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of TW-Magic-Kentucky shall be preserved unimpaired.

1.3 Additional Actions

If, at any time after the Effective Date, TW-Magic-Florida shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to **(1)** vest, perfect or confirm of record or otherwise, in TW-Magic-Florida its rights, title or interest in, to or under any of the rights, properties or assets of TW-Magic-Kentucky acquired or to be acquired by TW-Magic-Florida as a result of, or in connection with, the Merger, or **(2)** otherwise carry out the purposes of this Plan of Merger, TW-Magic-Kentucky and the Manager and Members of TW-Magic-Kentucky shall be deemed to have granted to TW-Magic-Florida an irrevocable power of attorney to **(a)** execute and deliver all such proper deeds, assignments and assurances in law, **(b)** do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in TW-Magic-Florida, and **(c)** otherwise carry out the purposes of this Plan of Merger. The Board of Directors of TW-Magic-Florida, as its Manager, is fully authorized in the name of TW-Magic-Kentucky or otherwise to take any and all such actions.

ARTICLE

2

Member Interest Conversion And Exchange Provisions

2.1 Conversion of Member Interests

2.1.1 Conversion of Class A Units

2.1.1.1 Currently, under that certain Operating Agreement of TW-Magic-Kentucky dated September 2, 1999 (the “**TW-Magic-Kentucky Operating Agreement**”), the issued and outstanding interests of its Class A Members are divided into 5,000 Class A Units (collectively, the “**TW-Magic-Kentucky Class A Units**”), and no fractional TW-Magic-Kentucky Class A Units are issued or outstanding. Similarly, under that certain Operating Agreement of TW-Magic-Florida dated October 1, 1999 (the “**TW-Magic-Florida Operating Agreement**”), the issued and outstanding interests of its Class A Members are divided into 5,000 Class A Units (collectively, the “**TW-Magic-Florida Class A Units**”), and no fractional TW-Magic-Florida Class A Units are issued or outstanding. The holders of the TW-Magic-Kentucky Class A Units and the TW-Magic-Florida Class A Units are identical.

2.1.1.2 At the Effective Date, each of the 5,000 TW-Magic-Florida Class A Units which are issued and outstanding immediately prior to the Effective Date shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into a one-half (1/2) TW-Magic-Florida Class A Unit (thereby effecting a one-half for one reverse membership interest split for the prior TW-Magic-Florida Class A Members).

2.1.1.3 At the Effective Date and immediately following the reverse membership interest split provided for under Section 2.1.1.2 above, each of the 5,000 TW-Magic-Kentucky Class A Units which are issued and outstanding immediately prior to the Effective Date shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into a one-half (1/2) TW-Magic-Florida Class A Unit. Thus, because the TW-Magic-Kentucky Class A Members and the TW-Magic-Florida Class A Members are identical and there are no other holders of any TW-Magic-Kentucky Class A Units or TW-Magic-Florida Class A Units, upon implementation of the Merger, the interests of the TW-Magic-Florida Class A Members, on a combined, continuing basis, will be divided into 5,000 TW-Magic-Florida Class A Units, each of which would have required a combined initial cash capital contribution of \$0.20 to be made to the Company at the time of issuance, resulting in the following ownership:

Name of Member	Total Initial Capital Contribution	TW-Magic-Florida Class A Units	Percentage Interest
David Wu Investments Corporation, Inc.	\$83.50	835	8.35%
Donald Wu Investments Corp., Inc.	\$83.30	833	8.33%
H&L United, Inc.	\$83.30	833	8.33%
Diversified Resources, Inc.	\$83.30	833	8.33%
Chang's International Investment, Inc.	\$83.30	833	8.33%
Craig Delasin	\$83.30	833	8.33%
Totals	\$ 500.00	5,000	50.00%

2.1.1.4 At the Effective Date, the Capital Account of each Class A Member of TW-Magic-Kentucky (determined in accordance with the TW-Magic-Kentucky Operating Agreement) shall be combined with, and treated as an integral part of, such Class A Member's Capital Account in TW-Magic-Florida, it being intended that each Class A Member of TW-Magic-Kentucky and TW-Magic-Florida shall have only one Class A Member Capital Account as a continuing TW-Magic-Florida Class A Member even though such Member currently owns both TW-Magic-Kentucky Class A Units and TW-Magic-Florida Class A Units.

2.1.2 Conversion of Class B Units

2.1.2.1 Currently, under the TW-Magic-Kentucky Operating Agreement, the issued and outstanding interests of its Class B Members are divided into 5,000 Class B Units (collectively, the "**TW-Magic-Kentucky Class B Units**"), and no fractional TW-Magic-Kentucky Class B Units are issued or outstanding. Similarly, under the TW-Magic-Florida Operating Agreement, the issued and outstanding interests of its Class B Members are divided into 5,000 Class B Units (collectively, the "**TW-Magic-Florida Class B Units**"), and no fractional TW-Magic-Florida Class B Units are issued or outstanding. The holders of the TW-Magic-Kentucky Class B Units and the TW-Magic-Florida Class B Units are identical.

2.1.2.2 At the Effective Date, each of the 5,000 TW-Magic-Florida Class B Units which are issued and outstanding immediately prior to the Effective Date shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into a one-half (1/2) TW-Magic-Florida Class B Unit (thereby effecting a one-half for one reverse membership interest split for the prior TW-Magic-Florida Class B Members).

2.1.2.3 At the Effective Date and immediately following the reverse membership interest split provided for under Section 2.1.1.2 above, each of the 5,000 TW-Magic-Kentucky Class B Units which are issued and outstanding immediately prior to the Effective Date shall, *ipso facto* and without any action on the part of the

holder thereof, become and be converted into a one-half (1/2) TW-Magic-Florida Class B Unit. Thus, because the TW-Magic-Kentucky Class B Members and the TW-Magic-Florida Class B Members are identical and there are no other holders of any TW-Magic-Kentucky Class B Units or TW-Magic-Florida Class B Units, upon implementation of the Merger, the interests of the TW-Magic-Florida Class B Members, on a combined, continuing basis, will be divided into 3,000 TW-Magic-Florida Class B Units, each of which would have required a combined initial cash capital contribution of \$0.20 to be made to the Company at the time of issuance, resulting in the following ownership:

Name of Member	Total Initial Capital Contribution	TW-Magic- Florida Class B Units	Percentage Interest
Reeves Investments, LLC	\$125.00	1,250	12.50%
Valley Vista Ventures, LLC	\$125.00	1,250	12.50%
Terrance A. Smith	\$125.00	1,250	12.50%
Dr. Mushtaque Juneja	\$125.00	1,250	12.50%
Totals	\$ 500.00	5,000	50.00%

2.1.2.4 At the Effective Date, the Capital Account of each Class B Member of TW-Magic-Kentucky (determined in accordance with the TW-Magic-Kentucky Operating Agreement) shall be combined with, and treated as an integral part of, such Class B Member's Capital Account in TW-Magic-Florida, it being intended that each Class B Member of TW-Magic-Kentucky and TW-Magic-Florida shall have only one Class B Member Capital Account as a continuing TW-Magic-Florida Class B Member even though such Member currently owns both TW-Magic-Kentucky Class B Units and TW-Magic-Florida Class B Units.

ARTICLE

3

Articles; Operating Agreement; Managers, Officers

3.1 Articles of Organization

Immediately following the Effective Date, the Articles of Organization of TW-Magic-Florida shall be the Articles of Organization of the surviving company.

3.2 Operating Agreement

Immediately following the Effective Date, the TW-Magic-Florida Operating Agreement shall be the Operating Agreement of the surviving company.

3.3 Manager

Immediately following the Effective Date, the Manager of TW-Magic-Florida shall be the Board of Directors of TW-Magic-Florida, which (i) shall be comprised initially of the same Managing Directors, divided into the same Class A Director Group and a Class B Director Group, as provided for under the TW-Magic-Florida Operating Agreement, (ii) shall be structured and operate as set forth in, and be governed under the provisions of, the TW-Magic-Florida Operating Agreement, and (iii) shall have such powers, privileges, duties, and obligations as are specified under the TW-Magic-Florida Operating Agreement. Thus, immediately following the Effective Date and subject to the provisions of the TW-Magic-Florida Operating Agreement, the names and business addresses of the Managing Directors of TW-Magic-Florida, constituting the Board of Directors, which is the Manager, of Rice-Republic, shall be as follows:

Managing Directors (Collectively, the Manager")	Address
Class A Director Group:	
David Wu	3903 Northdale Blvd., Suite 150, Tampa, FL 33624
Donald Wu	3903 Northdale Blvd., Suite 150, Tampa, FL 33624
Kan Chang	3903 Northdale Blvd., Suite 150, Tampa, FL 33624
Chen Huang	3903 Northdale Blvd., Suite 150, Tampa, FL 33624
Chin-Chih Chang	3903 Northdale Blvd., Suite 150, Tampa, FL 33624
Craig Delasin	3903 Northdale Blvd., Suite 150, Tampa, FL 33624
Class B Director Group:	
Richard J. Reeves	1230 Liberty Bank Lane, Suite 220, Louisville, KY 40222
Terrance A. Smith	Steenweg op Brussel 541—Box 1, B-3090 Overrijse (Belgium), Brussel, Belgium
Dr. Mushtaque Juneja	7372 Wolfspring Trace, Louisville, KY 40241
David M. Roth	2406 Valley Vista Road, Louisville, KY 40205

3.4 Officers

Immediately following the Effective Date, the officers of TW-Magic-Florida shall be the current officers of TW-Magic-Florida, who shall have such powers, privileges, duties, and obligations as are specified under the TW-Magic-Florida Operating Agreement. Thus, immediately following the Effective Date and subject to the provisions of the TW-Magic-Florida Operating Agreement, the officers of TW-Magic-Florida shall be as follows:

Office	Name of Officer
Chairman	David Wu
President	Richard J. Reeves
Vice President	Terrance A. Smith
Vice President	Donald Wu
Vice President	Kan Chang
Vice President	Chen Huang
Vice President	Chin-Chih Chang
Vice President	Dr. Mushtaque Juneja
Vice President & Treasurer	Craig Delasin
Vice President & Secretary	David M. Roth

ARTICLE

4

Miscellaneous Provisions

4.1 Governing Law

This Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida and the Commonwealth of Kentucky, as applicable.

4.2 Amendment

This Plan of Merger may be amended or supplemented at any time by action of the Managers of each of the Constituent Companies together with the approval and adoption of any such amendment or supplement by a Majority-in-Interest of the Members (as defined in the TW-Magic-Kentucky Operating Agreement or TW-Magic-Florida Operating Agreement, as applicable) of each of the Constituent Companies.

4.3 Captions and Headings

The captions and headings throughout this Plan of Merger are for convenience and reference only, and the words contained in such captions and headings shall, in no way, be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Plan of Merger, nor in any way affect this Plan of Merger.

4.4 Counterparts

This Plan of Merger may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

4.5 Abandonment

The Merger may be abandoned at any time prior to the Effective Date by action of the Managers of either of the Constituent Companies.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed on their behalf, personally or by their duly authorized officers, as applicable, as of the day and year first above written.

TW-MAGIC-KENTUCKY:

TW-MAGIC, LLC

A Kentucky Limited Liability Company

By: >

David Wu

Managing Director, Class A Director Group

By: >

Donald Wu

Managing Director, Class A Director Group

By: >

Kan Chang

Managing Director, Class A Director Group

By: >

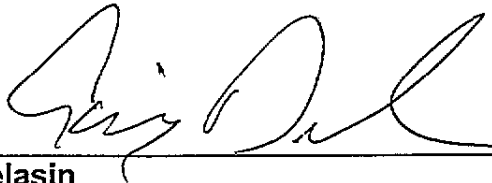
Chen Huang


Managing Director, Class A Director Group


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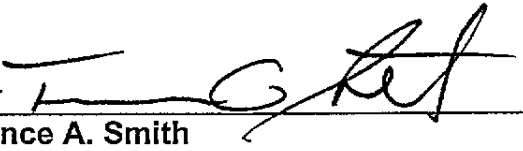
Chin-Chih Chang

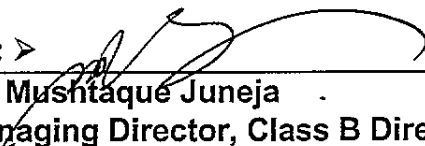
Managing Director, Class A Director Group

By: > 
Craig Delasin
Managing Director, Class A Director Group

By: > 
Richard J. Reeves
Managing Director, Class B Director Group

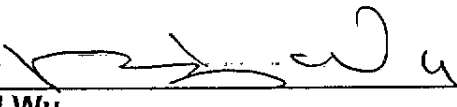
By: > 
David M. Roth
Managing Director, Class B Director Group

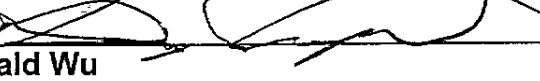
By: > 
Terrance A. Smith
Managing Director, Class B Director Group

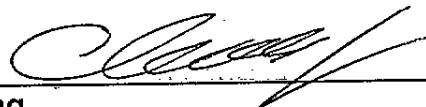
By: > 
Dr. Mushtaque Juneja
Managing Director, Class B Director Group


TW-MAGIC-FLORIDA:

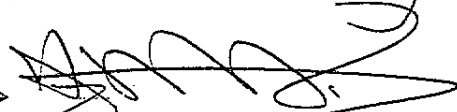
TW-MAGIC, LLC
A Florida Limited Liability Company


By: > 
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Managing Director, Class A Director Group


By: > 
Donald Wu
Managing Director, Class A Director Group


By: > 
Kan Chang
Managing Director, Class A Director Group

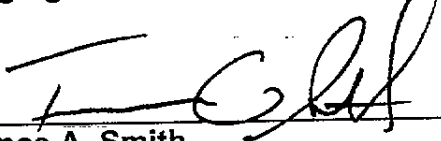
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Terrance A. Smith
Managing Director, Class B Director Group

By: > 
Dr. Mushtaque Juneja
Managing Director, Class B Director Group