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**ALSO ADMITTED DISTRICT OF COLUMBIA

October 29, 1999

Florida Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32314

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*****315.00 *****70.75

80.00

RE: TW-Magic, LLC
Rice Republic, LLC
Twin Cactus Management, LLC
Hospitality International Group, LLC

Dear Sir or Madam:

Please find enclosed Articles of Merger for the above referenced entities. Please file these articles of merger for each entity. I have enclosed a check in the amount of \$315.00 (\$70.00 for the filing fee for each entity plus \$8.75 for a certified copy of each filing for each entity) to cover the fees.

Please return the certified copies to me once you have completed the filings. If you have any questions, please do not hesitate to contact me.

Very truly yours, ~

Jane Anne Sinnott

Jane Anne Sinnott
Paralegal

Enclosures

99 NOV - 1 AM 10:47
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
Merger Sheet

MERGING:

TWIN CACTUS MANAGEMENT, LLC, A Kentucky Limited Liability Company

INTO

TWIN CACTUS MANAGEMENT, LLC, a Florida entity, L99000006683

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

Corporate Specialist: Michelle Hodges

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 NOV - 1 AM 10:47

ARTICLES OF MERGER
of
TWIN CACTUS MANAGEMENT, LLC
(A Kentucky Limited Liability Company)
With and Into
TWIN CACTUS MANAGEMENT, 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) **Twin Cactus Management, LLC**, a Kentucky manager-managed limited liability company ("Twin Cactus-Kentucky"),

[Employer Identification Number: N/A]

and

- (ii) **Twin Cactus Management, LLC**, a Florida manager-managed limited liability company ("Twin Cactus-Florida")

[Employer Identification Number: 59-3604367]

[Florida Registration Number: L99066666683]

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 NOV - 1 AM 10:47

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

Twin Cactus-Kentucky shall be merged with and into Twin Cactus-Florida, and the name of the surviving business entity pursuant to the merger, which shall be Twin Cactus-Florida, is **Twin Cactus Management, 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: **59-3604367**, 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 Twin Cactus-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 Twin Cactus-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

Twin Cactus-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 Twin Cactus-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 Twin Cactus-Florida, the surviving business entity arising from the merger; *and*
- (ii) Appoints the Kentucky Secretary of State as Twin Cactus-Florida's agent for service of process in any such proceeding.
- (iii) Twin Cactus-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 Twin Cactus-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 Twin Cactus-Kentucky with and into Twin Cactus-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.

TWIN CACTUS MANAGEMENT, LLC
A Kentucky Limited Liability Company

By: 

David Wu, Managing Director

TWIN CACTUS MANAGEMENT, LLC
A Florida Limited Liability Company

By: 

David Wu, Managing Director

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
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E-Mail: DMRoth28@home.com

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PLAN OF MERGER
of
TWIN CACTUS MANAGEMENT, LLC
(A Kentucky Limited Liability Company)
With and Into
TWIN CACTUS MANAGEMENT, 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) **Twin Cactus Management, LLC**, a Kentucky manager-managed limited liability company ("**Twin Cactus-Kentucky**"), and
- (ii) **Twin Cactus Management, LLC**, a Florida manager-managed limited liability company ("**Twin Cactus-Florida**")

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

The surviving entity will be **Twin Cactus Management, LLC**, a Florida manager-managed limited liability company.

ARTICLE

1

Merger Events

1.1 Merger of Twin Cactus-Kentucky with and into Twin Cactus-Florida

Subject to the terms and conditions of this Plan of Merger, Twin Cactus-Kentucky shall be merged with and into Twin Cactus-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 Twin Cactus-Kentucky shall thereupon cease; Twin Cactus-Florida shall be the surviving limited liability company and the separate legal existence of Twin Cactus-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 Twin Cactus-Florida.

1.2 Effect of Merger

On and after the Effective Date:

1.2.1 Assets, Actions and Proceedings

Twin Cactus-Florida shall possess all of the respective rights, privileges, powers, franchises and interests of Twin Cactus-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, Twin Cactus-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 Twin Cactus-Kentucky may be continued as if the Merger did not occur, or Twin Cactus-Florida may be substituted in the proceeding for Twin Cactus-Kentucky in such action or proceeding.

1.2.2 Liabilities; Rights of Creditors

Twin Cactus-Florida shall be liable for all liabilities of Twin Cactus-Kentucky, and all debts, liabilities, obligations and contracts of Twin Cactus-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 Twin Cactus-Kentucky, and such liabilities of Twin Cactus-Florida shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of Twin Cactus-Kentucky shall be preserved unimpaired.

1.3 Additional Actions

If, at any time after the Effective Date, Twin Cactus-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 Twin Cactus-Florida its rights, title or interest in, to or under any of the rights, properties or assets of Twin Cactus-Kentucky acquired or to be acquired by Twin Cactus-Florida as a result of, or in connection with, the Merger, or (2) otherwise carry out the purposes of this Plan of Merger, Twin Cactus-Kentucky and the Manager and Members of Twin Cactus-Kentucky shall be deemed to have granted to Twin Cactus-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 Twin Cactus-Florida, and (c) otherwise carry out the purposes of this Plan of Merger. The Board of Directors of Twin Cactus-Florida, as its Manager, is fully authorized in the name of Twin Cactus-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 Twin Cactus-Kentucky dated September 2, 1999 (the "**Twin Cactus-Kentucky Operating Agreement**"), the issued and outstanding interests of its Class A Members are divided into 7,000 Class A Units (collectively, the "**Twin Cactus-Kentucky Class A Units**"), and no fractional Twin Cactus-Kentucky Class A Units are issued or outstanding. Similarly, under that certain Operating Agreement of Twin Cactus-Florida dated October 1, 1999 (the "**Twin Cactus-Florida Operating Agreement**"), the issued and outstanding interests its Class A Members are divided into 7,000 Class A Units (collectively, the "**Twin Cactus-Florida Class A Units**"), and no fractional Twin Cactus-Florida Class A Units are issued or outstanding. The holders of the Twin Cactus-Kentucky Class A Units and the Twin Cactus-Florida Class A Units are identical.

2.1.1.2 At the Effective Date, each of the 7,000 Twin Cactus-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) Twin Cactus-Florida Class A Unit (thereby effecting a one-half for one reverse membership interest split for the prior Twin Cactus-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 7,000 Twin Cactus-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) Twin Cactus-Florida Class A Unit. Thus, because the Twin Cactus-Kentucky Class A Members and the Twin Cactus-Florida Class A Members are identical and there are no other holders of any Twin Cactus-Kentucky Class A Units or Twin Cactus-Florida Class A Units, upon implementation of the Merger, the interests of the Twin Cactus-Florida Class A Members, on a combined, continuing basis, will be divided into 7,000 Twin Cactus-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	Twin Cactus-Florida Class A Units	Percentage Interest
David Wu Investments Corporation, Inc.	\$120.00	600	6.00%
Donald Wu Investments Corp., Inc.	\$120.00	600	6.00%
H&L United, Inc.	\$120.00	600	6.00%
Diversified Resources, Inc.	\$120.00	600	6.00%
Chang's International Investment, Inc.	\$120.00	600	6.00%
Craig Delasin	\$ 800.00	4,000	40.00%
Totals	\$1,400.00	7,000	70.00%

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

2.1.2 Conversion of Class B Units

2.1.2.1 Currently, under the Twin Cactus-Kentucky Operating Agreement, the issued and outstanding interests of its Class B Members are divided into 3,000 Class B Units (collectively, the "**Twin Cactus-Kentucky Class B Units**"), and no fractional Twin Cactus-Kentucky Class B Units are issued or outstanding. Similarly, under the Twin Cactus-Florida Operating Agreement, the issued and outstanding interests its Class B Members are divided into 3,000 Class B Units (collectively, the "**Twin Cactus-Florida Class B Units**"), and no fractional Twin Cactus-Florida Class B Units are issued or outstanding. The holders of the Twin Cactus-Kentucky Class B Units and the Twin Cactus-Florida Class B Units are identical.

2.1.2.2 At the Effective Date, each of the 3,000 Twin Cactus-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) Twin Cactus-Florida Class B Unit (thereby effecting a one-half for one reverse membership interest split for the prior Twin Cactus-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 3,000 Twin Cactus-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) Twin Cactus-Florida Class B Unit. Thus, because the Twin Cactus-Kentucky Class B Members and the Twin Cactus-Florida Class B Members are identical and there are no other holders of any Twin Cactus-Kentucky Class B Units or Twin Cactus-Florida Class B Units, upon implementation of the Merger, the interests of the Twin Cactus-Florida Class B Members, on a combined, continuing basis, will be divided into 3,000 Twin Cactus-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	Twin Cactus- Florida Class B Units	Percentage Interest
Reeves Investments, LLC	\$150.00	750	7.50%
Valley Vista Ventures, LLC	\$150.00	750	7.50%
Terrance A. Smith	\$150.00	750	7.50%
Dr. Mushtaque Juneja	\$150.00	750	7.50%
Totals	\$ 600.00	3,000	30.00%

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

3.2 Operating Agreement

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

3.3 Manager

Immediately following the Effective Date, the Manager of Twin Cactus-Florida shall be the Board of Directors of Twin Cactus-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 Twin Cactus-Florida Operating Agreement, (ii) shall be structured and operate as set forth in, and be governed under the provisions of, the Twin Cactus-Florida Operating Agreement, and (iii) shall have such powers, privileges, duties, and obligations as are specified under the Twin Cactus-Florida Operating Agreement. Thus, immediately following the Effective Date and subject to the provisions of the Twin Cactus-Florida Operating Agreement, the names and business addresses of the Managing Directors of Twin Cactus-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 Twin Cactus-Florida shall be the current officers of Twin Cactus-Florida, who shall have such powers, privileges, duties, and obligations as are specified under the Twin Cactus-

Florida Operating Agreement. Thus, immediately following the Effective Date and subject to the provisions of the Twin Cactus-Florida Operating Agreement, the officers of Twin Cactus-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 Twin Cactus-Kentucky Operating Agreement or Twin Cactus-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.

Twin Cactus-KENTUCKY:

TWIN CACTUS MANAGEMENT, 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

By: >

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

Twin Cactus-FLORIDA:

TWIN CACTUS MANAGEMENT, LLC

A Florida Limited Liability Company

By: >

David Wu

Managing Director, Class A Director Group

By: >

Donald Wu

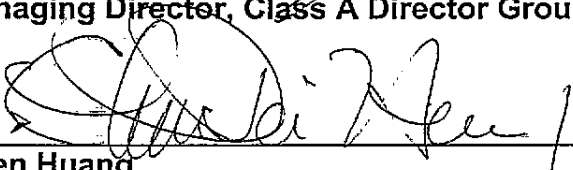
Managing Director, Class A Director Group

By: >


Kan Chang

Managing Director, Class A Director Group

By: >


Chen Huang

Managing Director, Class A Director Group

By: >


Chin-Chih Chang

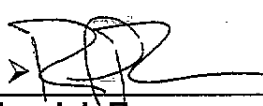
Managing Director, Class A Director Group

By: >


Craig Delasin

Managing Director, Class A Director Group

By: >


Richard J. Reeves

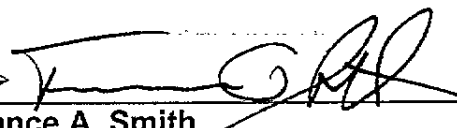
Managing Director, Class B Director Group

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