

L990000007316

Goldberg + Simpson PSC

Requester's Name

101 S. 5th St.

Address

Louisville, KY 40202-3118

City/State/Zip

Phone #

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80.00

Office Use Only

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

1. Rice Republic, LLC

(Corporation Name)

(Document #)

2.

(Corporation Name)

(Document #)

3.

(Corporation Name)

(Document #)

4.

(Corporation Name)

(Document #)

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Walk in

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Pick up time

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Certified Copy

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Mail out

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Will wait

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Photocopy

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Certificate of Status

99 NOV - 1 AM 10:48

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DIVISION OF CORPORATIONS

NEW FILINGS

☐

Profit

☐

Not for Profit

☐

Limited Liability

☐

Domestication

☐

Other

AMENDMENTS

☐

Amendment

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Resignation of R.A., Officer/Director

☐

Change of Registered Agent

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Dissolution/Withdrawal

☐

Merger

OTHER FILINGS

☐

Annual Report

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Fictitious Name

☐

Foreign

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Limited Partnership

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Reinstatement

☐

Trademark

☐

Other

REGISTRATION/QUALIFICATION

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

RICE REPUBLIC, LLC, A Kentucky Limited Liability Company

INTO

RICE REPUBLIC, LLC, a Florida entity, L99000007316

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

Corporate Specialist: Michelle Hodges

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 NOV -1 AM 10:48

ARTICLES OF MERGER
of
RICE REPUBLIC, LLC
(A Kentucky Limited Liability Company)
With and Into
RICE REPUBLIC, 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) **Rice Republic, LLC**, a Kentucky manager-managed limited liability company ("**Rice-Kentucky**"),
[Employer Identification Number: N/A]

and

- (ii) **Rice Republic, LLC**, a Florida manager-managed limited liability company ("**Rice-Florida**")
[Employer Identification Number: _____]

[Florida Registration Number: 199000007316]

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

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

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

Rice-Kentucky shall be merged with and into Rice-Florida, and the name of the surviving business entity pursuant to the merger, which shall be Rice-Florida, is **Rice Republic, 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: _____, 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 Rice-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 Rice-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

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

RICE REPUBLIC, LLC
A Kentucky Limited Liability Company

By: 

David Wu, Managing Director

RICE REPUBLIC, 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
Fax: (502) 451-1805
E-Mail: DMRoth28@home.com

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PLAN OF MERGER
of
RICE REPUBLIC, LLC
(A Kentucky Limited Liability Company)
With and Into
RICE REPUBLIC, 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) Rice Republic, LLC**, a Kentucky manager-managed limited liability company ("**Rice-Kentucky**"), *and*
- (ii) Rice Republic, LLC**, a Florida manager-managed limited liability company ("**Rice-Florida**")

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

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

ARTICLE

1

Merger Events

1.1 Merger of Rice-Kentucky with and into Rice-Florida

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

1.2 Effect of Merger

On and after the Effective Date:

1.2.1 Assets, Actions and Proceedings

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

1.2.2 Liabilities; Rights of Creditors

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

1.3 Additional Actions

If, at any time after the Effective Date, Rice-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 Rice-Florida its rights, title or interest in, to or under any of the rights, properties or assets of Rice-Kentucky acquired or to be acquired by Rice-Florida as a result of, or in connection with, the Merger, or **(2)** otherwise carry out the purposes of this Plan of Merger, Rice-Kentucky and the Manager and Members of Rice-Kentucky shall be deemed to have granted to Rice-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 Rice-Florida, and **(c)** otherwise carry out the purposes of this Plan of Merger. The Board of Directors of Rice-Florida, as its Manager, is fully authorized in the name of Rice-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 Rice-Kentucky dated September 2, 1999 (the "**Rice-Kentucky Operating Agreement**"), the issued and outstanding interests of its Class A Members are divided into 6,000 Class A Units (collectively, the "**Rice-Kentucky Class A Units**"), and no fractional Rice-Kentucky Class A Units are issued or outstanding. Similarly, under that certain Operating Agreement of Rice-Florida dated October 29, 1999 (the "**Rice-Florida Operating Agreement**"), the issued and outstanding interests its Class A Members are divided into 6,000 Class A Units (collectively, the "**Rice-Florida Class A Units**"), and no fractional Rice-Florida Class A Units are issued or outstanding. The holders of the Rice-Kentucky Class A Units and the Rice-Florida Class A Units are identical.

2.1.1.2 At the Effective Date, each of the 6,000 Rice-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) Rice-Florida Class A Unit (thereby effecting a one-half for one reverse membership interest split for the prior Rice-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 6,000 Rice-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) Rice-Florida Class A Unit. Thus, because the Rice-Kentucky Class A Members and the Rice-Florida Class A Members are identical and there are no other holders of any Rice-Kentucky Class A Units or Rice-Florida Class A Units, upon implementation of the Merger, the interests of the Rice-Florida Class A Members, on a combined, continuing basis, will be divided into 6,000 Rice-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	Rice-Florida Class A Units	Percentage Interest
David Wu Investments Corporation, Inc.	\$ 200.00	1,000	10.00%
Donald Wu Investments Corp., Inc.	\$ 200.00	1,000	10.00%
H&L United, Inc.	\$ 200.00	1,000	10.00%
Diversified Resources, Inc.	\$ 200.00	1,000	10.00%
Chang's International Investment, Inc.	\$200.00	1,000	10.00%
Craig Delasin	\$ 200.00	1,000	10.00%
Totals	\$1,200.00	6,000	60.00%

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

2.1.2 Conversion of Class B Units

2.1.2.1 Currently, under the Rice-Kentucky Operating Agreement, the issued and outstanding interests of its Class B Members are divided into 4,000 Class B Units (collectively, the "**Rice-Kentucky Class B Units**"), and no fractional Rice-Kentucky Class B Units are issued or outstanding. Similarly, under the Rice-Florida Operating Agreement, the issued and outstanding interests its Class B Members are divided into 4,000 Class B Units (collectively, the "**Rice-Florida Class B Units**"), and no fractional Rice-Florida Class B Units are issued or outstanding. The holders of the Rice-Kentucky Class B Units and the Rice-Florida Class B Units are identical.

2.1.2.2 At the Effective Date, each of the 4,000 Rice-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) Rice-Florida Class B Unit (thereby effecting a one-half for one reverse membership interest split for the prior Rice-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 4,000 Rice-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) Rice-Florida Class B Unit. Thus,

because the Rice-Kentucky Class B Members and the Rice-Florida Class B Members are identical and there are no other holders of any Rice-Kentucky Class B Units or Rice-Florida Class B Units, upon implementation of the Merger, the interests of the Rice-Florida Class B Members, on a combined, continuing basis, will be divided into 4,000 Rice-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	Rice-Florida Class B Units	Percentage Interest
Reeves Investments, LLC	\$200.00	1,000	10.00%
Valley Vista Ventures, LLC	\$200.00	1,000	10.00%
Terrance A. Smith	\$200.00	1,000	10.00%
Dr. Mushtaque Juneja	\$200.00	1,000	10.00%
Totals	\$ 800.00	4,000	40.00%

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

3.2 Operating Agreement

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

3.3 Manager

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

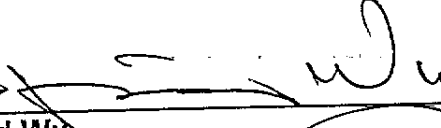
4.5 Abandonment


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

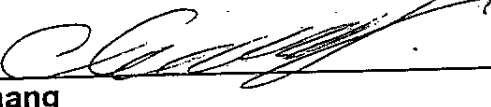
IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed on their behalf, personally or by their duly authorized officers, as applicable, as of the day and year first above written.

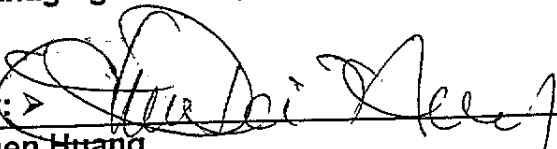
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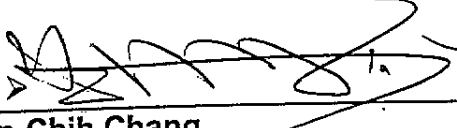
RICE REPUBLIC, LLC
A Kentucky Limited Liability Company

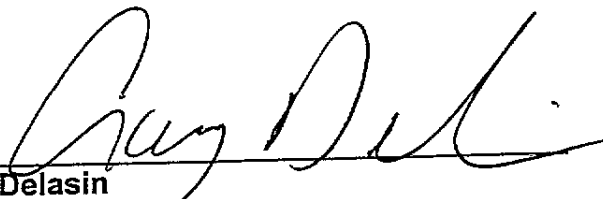
By: 
David Wu
Managing Director, Class A Director Group


By: 
Donald Wu
Managing Director, Class A Director Group

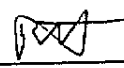
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Kan Chang
Managing Director, Class A Director Group

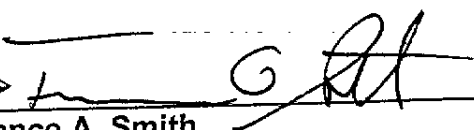
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Chen Huang
Managing Director, Class A Director Group

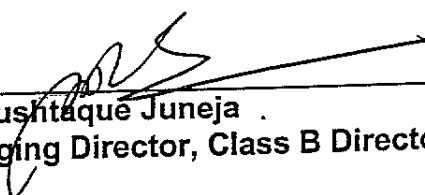
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Chin-Chih Chang
Managing Director, Class A Director Group

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Craig Delasin
Managing Director, Class A Director Group

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

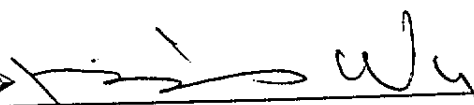
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David M. Roth
Managing Director, Class B Director Group


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

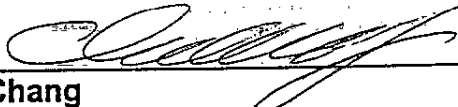
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Dr. Mushtaque Juneja
Managing Director, Class B Director Group

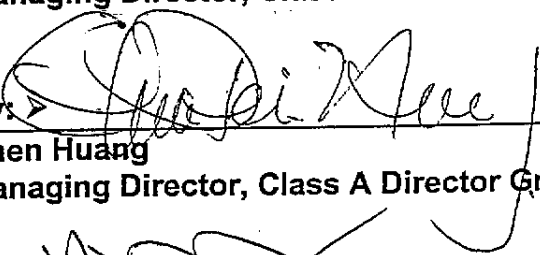
RICE-FLORIDA:

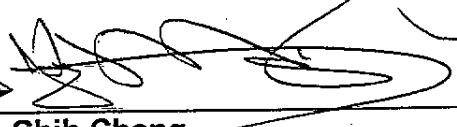
RICE REPUBLIC, LLC
A Florida Limited Liability Company

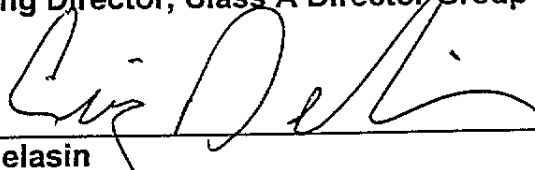
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David Wu
Managing Director, Class A Director Group


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

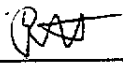
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Kan Chang
Managing Director, Class A Director Group

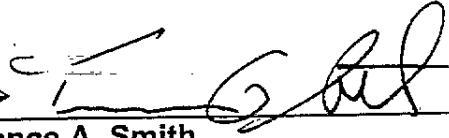
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Chen Huang
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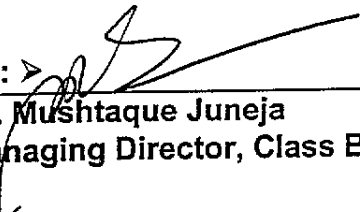
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Chin-Chih Chang
Managing Director, Class A Director Group

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Craig Delasin
Managing Director, Class A Director Group

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Richard J. Reeves
Managing Director, Class B Director Group

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David M. Roth
Managing Director, Class B 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