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Requestor's Name
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Address
Tallahassee, FL 32301 (850)222-1092

City State Zip Phone

CORPORATION(S) NAME

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Sala Clearwater, LLC

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| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Foreign | | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
| <input type="checkbox"/> Limited Liability Partnership | | <input type="checkbox"/> Fictitious Name |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input type="checkbox"/> Pick Up |
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**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
SALA CLEARWATER, LLC
(A Florida Limited Liability Company)**

FIRST: The name of the limited liability company is Sala Clearwater, LLC (the "Company").

SECOND: The Articles of Organization of the Company were filed with the Secretary of State of the State of Florida on February 24, 2000.

THIRD: The Articles of Organization of the Company are hereby amended by adding thereto the following Article V:

**ARTICLE V-MATTERS REQUIRING UNANIMOUS CONSENT / INDEPENDENT
MANAGER**

1. As used herein, (i) "person" means any individual, proprietorship, estate, partnership, joint venture, association, company, corporation, limited liability company or other entity, (ii) "affiliate" means any person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the person specified and (iii) "control", including the terms "controlling," "controlled by" and "under common control with", means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of at least 10% of the voting securities, by contract or otherwise.

2. As used in these Articles of Organization "Independent Manager" means a manager who is not a current or former employee, officer, partner, member, shareholder, creditor or customer of the Company or of any affiliate of the Company, or current or former director or manager of any affiliate of the Company, and is not a spouse, parent, brother, sister or child of any such person and who has not received, and was not an employee, officer, director, manager, partner, member or shareholder of any person that has received, from any affiliate of the Company, in any year within the five (5) years immediately preceding or any year during such manager's incumbency as an Independent Manager, fees or other income in excess of one-tenth of one percent (0.1%) of the gross income of such person for any applicable year. However, an Independent Manager may serve or may have served previously in such a capacity for any other person formed by any affiliate of the Company. No resignation or removal of an Independent Manager shall be effective until a successor Independent Manager has been elected to replace such Independent Manager.

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3. Stephen Mann, a member of the Company, shall have the exclusive right at any time to designate, appoint, elect, remove or replace an Independent Manager. If Stephen Mann ceases for any reason to be a member of the Company, then the remaining members of the Company shall immediately elect the Independent Manager designated by Stephen Mann, or, if Stephen Mann shall die or otherwise be unable to designate an Independent Manager, an Independent Manager designated by the remaining members of the Company, and, and in either case, shall not take any of the actions provided in paragraph 4 (i) through (vii) hereof unless and until such Independent Manager shall have been elected and taken office. If an "Event of Default" shall occur under and as defined in that certain Term Loan Agreement between the Company and RB Asset, Inc., then Stephen Mann shall, immediately and without the necessity of any vote or consent of the members of the Company, become the sole managing member of the Company, and any other manager and/or managing member of the Company then in office shall thereupon automatically be deemed to have resigned as a manager of the Company.

4. The affirmative votes or written consents of all of the members of the Company, or, if Stephen Mann shall cease for any reason to be member of the Company, the affirmative votes or written consents of all of the managers, including, in each case, the Independent Manager, of the Company shall be necessary for (i) any amendment of these Articles of Organization or of any Operating Agreement of the Company in effect from time to time, (ii) any consolidation or merger of the Company with or into any other person or dissolution or liquidation of the Company in whole or in part, (iii) any purchase or other acquisition, or any sale, pledge or other transfer, of any assets by the Company, (iv) any creation, incurring, guarantee of, or other assumption of liability for, any indebtedness in any one case or in the aggregate in excess of \$10,000.00, other than the Company's guarantee of any direct or indirect subsidiary obligations to General Electric Capital Business Asset Funding Corporation ("GE Capital"), under a loan, to be made on or about the date hereof, in the principal amount of \$5,400,000.00 (the "GE Loan") and to Burger King Corporation, (v) any increase in the principal amount of, reborrowing under or modification making the terms of payment of the GE Loan by such subsidiary or of said guarantee thereof by the Company more burdensome to such subsidiary or the Company, (vi) any institution by the Company of any action to have itself adjudicated as bankrupt or insolvent, any consent to the institution of bankruptcy or insolvency proceedings against it, any request or consent to the entry of any order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property, any liquidation, winding up, reorganization, arrangement, adjustment

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protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, any making of any general assignment for the benefit of creditors, or any admission in writing that it is unable to pay its debts generally as they become due, or (vii) the taking of any limited liability company action in furtherance of any of the actions set forth above in this paragraph. In such voting, the Independent Manager shall owe a fiduciary duty to the Company itself, including the members and the creditors of the Company and shall be required to consider the interests of such creditors when making such decisions. The vote or consent of the Independent Director shall not be required as to any action or matter other than those specified in clauses (i) through (vii) hereof.

5. The provisions of this Article V shall remain in force and effect for so long as any indebtedness of the Company to RB Asset, Inc. and/or its affiliates shall be outstanding and for a period of one (1) year after the payment in full of such indebtedness.

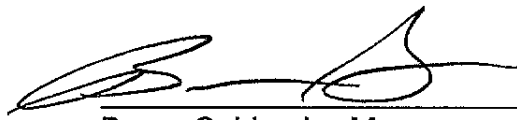
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6. If there be any conflict between the provisions of this Article V and any Operating Agreement of the Company in effect from time to time, the provisions hereof shall govern and control for all purposes, and any such Operating Agreement shall be deemed amended and modified to incorporate and give effect to the provisions hereof without the necessity for any action on the part of the members or managers of the Company.

FOURTH: The amendment herein was duly adopted and authorized by the members of the Company.



Bruce Goldstein, Manager and
Authorized Representative

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