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G. MCLEOD

JUN 28 2010

EXAMINER

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**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF**

CMA, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Pursuant to the provisions of §608.411, Fla. Stat., the undersigned company adopts the following Amended and Restated Articles of Organization (the "Amended Articles"):

ARTICLE I: NAME

The name of the Limited Liability Company is CMA, LLC.

ARTICLE II: ORIGINAL FILING OF ARTICLES OF ORGANIZATION

The original Articles of Organization for the Company were filed with the Florida Department of State on March 16, 2004.

ARTICLE III: PLACE OF BUSINESS

The principal place of business address is:

8100 Royal Palm Blvd.
Suite 108
Coral Springs, FL 33065

The mailing address of the Company is:

8100 Royal Palm Blvd.
Suite 108
Coral Springs, FL 33065

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ARTICLE IV: PURPOSE

The purpose for which this Company is organized is solely to acquire, own, operate and maintain, and manage its interest in Boinis Associates, Ltd., a Florida limited partnership (the "Interest"), to act as the general partner for Boinis Associates, Ltd., and to perform any and all activities incidental thereto.

ARTICLE V: POWERS AND DUTIES

The Company shall have all of the powers set forth in the Florida Limited Liability Company Act, subject to the provisions of these Amended Articles.

Notwithstanding the above and any other provisions of these Amended Articles and so long as any obligations secured by that certain Third Amended And Restated Mortgage, Assignment Of Leases and Rents and Security Agreement ("Mortgage") from Boinis Associates,

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Ltd. to JP Morgan Chase Bank, N.A., and its successors and/or assigns ("Lender") remain outstanding and not discharged in full thereunder, without the consent of all Members, the Company shall have no authority to:

(i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) except unsecured trade and operational debt incurred with trade creditors in the ordinary course of the Company's business in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time two percent (2%) of the outstanding obligations secured by the Mortgage;

(ii) seek the dissolution or winding up, in whole or in part, of the Company;

(iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of the Company's assets or change its legal structure;

(iv) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action; or

(v) amend, modify or alter Articles I, IV, V, VI, VII or VIII of these Amended Articles.

Notwithstanding the foregoing and so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Company shall have no authority to take any action in items (i) through (v) without the written consent of the holder of the Mortgage.

ARTICLE VI: TITLE TO COMPANY PROPERTY

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes.

ARTICLE VII: SEPARATENESS/OPERATIONS MATTERS

The Company shall not:

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(a) acquire or own any asset other than (i) the Interest, and (ii) such incidental personal property as may be necessary for the operation of the Interest;

(b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Mortgage, amend, modify, terminate or fail to comply with the provisions of these Amended Articles.

(c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Mortgage;

(d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity;

(e) allow any person or entity to not pay its debts and liabilities or fail to pay its debts and liabilities solely from its own assets;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Company, the affiliates of a partner or member of the Company and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Interest is actually owned by the Company;

(g) enter into any contract or agreement with any partner, member, principal or affiliate of the Company or any guarantor of all or a portion of the obligations secured by the Mortgage or any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the Company, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

(h) fail to correct any known misunderstandings regarding the separate identity of the Company;

(i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Company;

(j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Company, or any partner, member, principal or affiliate thereof;

(k) fail to file its own tax returns or to use separate contracts, purchase orders, stationary, invoices and checks;

(l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i)

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to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Company is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Company or any partner, member, principal or affiliate thereof);

(m) fail to allocate fairly and reasonably among the Company and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(o) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Company, (ii) any affiliate of a partner, principal, member or affiliate of the Company, or (iii) any other person or entity or allow any person or entity to identify the Company as a department or division of that person or entity; or

(q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Company or the creditors of any other person or entity;

(r) fail to pay its debts and liabilities as the same shall become due.

(s) fail to observe all corporate formalities.

(t) fail to consider the interests of its creditors in connection with all corporate actions.

ARTICLE VIII: EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A MEMBER

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing his/her estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company's interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

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ARTICLE IX: REGISTERED AGENT

The name and Florida street address of the registered agent is:

Peter P. Boinis
8100 Royal Palm Blvd.
Suite 108
Coral Springs, FL 33065

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: _____

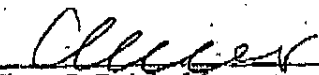

Peter P. Boinis

ARTICLE X: MANAGEMENT OF COMPANY

The Company shall be a manager-managed company.

These Amended and Restated Articles of Organization were duly executed and are being filed in accordance with Florida Statute §608.411.

SIGNATURE:

 6/25/2010
Peter P. Boinis, Manager and authorized
representative for the Members

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