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ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION OF  
OMAR-MART, L.L.C.

(A Florida Limited Liability Company)

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FIRST: The date of filing of the articles of organization of the company was November 9, 2005, and it was assigned document number: L05000108948.

SECOND: The following amendments to the articles of organization were adopted by the limited liability company:

1. New Article V is added, to hereafter state as follows:

"Article V - Member

The name and address of the sole Member of the company is as follows:

Akhtar Hussain  
2465 N.W. 7<sup>th</sup> Street  
Miami, FL 33125"

2. New Article VI is added, to hereafter state:

"Article VI - Covenants with Respect to Indebtedness: Operations and Fundamental Changes of the Company.

" The Company has entered into and received certain financing (the "Financing") from Column Financial, Inc. (together with its successors and assigns, the "Lender"), which Financing is secured by a first mortgage lien on certain real and other property located at 12393 - 12399 Pembroke Road, Pembroke Pines, Florida, (the "Property"), legally described as follows:

A portion of Tract C-2, PEMBROKE LAKES SOUTH, according to the Plat thereof, as recorded in Plat Book 119, at Page 1, of the Public Records of Broward County, Florida, more particularly described as follows:

Commence at the West ¼ corner of Section 24, Township 31 South, Range 40 East, as shown on said Plat of PEMBROKE LAKES SOUTH; thence run South 88° 29' 22" East on Pembroke Road along the South line of the North ¼ of said Section 24 for 200.07 feet; thence run North 0° 00' 41" East along a line 200.00 feet Easterly of and parallel with the West line of the Northwest ¼ of said Section 24 for 106.12 feet to a point on the Westerly line of said Tract C-2 and the Point of Beginning of the parcel of land hereinafter described; Thence continue North 0° 00' 41" East along the Westerly line of said Tract C-2 for 140.96 feet; thence run South 88° 29' 22" East for 310.00 feet; thence run South 1° 30' 38" West for 175.00 feet to a point on the Southerly line of said Tract C-2; thence run North 88° 29' 22" West for 271.32 feet; thence

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run North 44° 14' 20" West for 48.85 feet to the Point of Beginning (the last two mentioned courses being coincident with a portion of the Southerly and Southwesterly lines of said Tract C-2), lying and being in the City of Pembroke Pines, Broward County, Florida (Parcels A and B).

Together with rights of ingress, egress and parking, over, across, upon and through the Easement Area described in that certain Declaration of Restrictions and Grant of Easements recorded in O.R. Book 12745, Page 663, of the Public Records of Broward County, Florida (Parcel C); and together with easements for access, ingress and parking, as described in those certain Cross Easement Agreements recorded in O.R. Book 14930, Page 435 and O.R. Book 14930, Page 441, of the Public Records of Broward County, Florida (Parcel D); and together with cross parking and cross access easements described in that certain Reciprocal Easement Agreement recorded in O.R. Book 19199, Page 422, of the Public Records of Broward County, Florida (Parcel E).

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With respect to the Financing and the Property the Company:

- (a) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;
- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, Member or affiliate of the Company or any affiliate of any such general partner, principal, or member of the Company, 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 an affiliate;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;
- (e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Company, or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as

applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the Company's, or any such partner's, member's or shareholder's existence as a single-purpose, single-asset "bankruptcy remote" entity;

- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);
- (k) will file its own tax returns;
- (l) will 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;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Company;
- (n) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (o) will not commingle the funds and other assets of the Company with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (q) has, and any general partner or operating member of the Company has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and

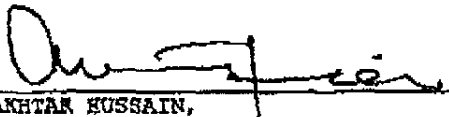
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- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Company, the Company shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

Dated this 30th day of January, 2006.



AKHTAR HUSSAIN,  
Signature of member or authorized  
representative of member

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