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To:

Division of Corporations
Fax Number : (850) 205-0381

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

FLORIDA PROFIT/NON PROFIT CORPORATION

LAXMI MM, INC.

Certificate of Status	1
Certified Copy	1
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Please see attached name consent letter.
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C.F. 6-2

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ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be:

Laxmi MM, Inc.

ARTICLE II PRINCIPAL OFFICE

The principal place of business/mailling address is:

2860 Marina Mile Boulevard, Suite 119, Fort Lauderdale, Florida 33312

ARTICLE III PURPOSE

The purpose for which the corporation is organized is:

See Exhibit "A" attached hereto and incorporated herein.

ARTICLE IV SHARES

The number of shares of stock is:

1000shs @ \$1.00 Par Value

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

List name(s), address(es) and specific title(s):

Sanjaykumar Patel, President
2860 Marina Mile Boulevard, Suite 119
Fort Lauderdale, Florida 33312Sanjaykumar Patel, Secretary
2860 Marina Mile Boulevard, Suite 119
Fort Lauderdale, Florida 33312**ARTICLE VI REGISTERED AGENT**The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:Dade County Corporate Agents, Inc.
18901 NE 29th Avenue, Suite 100
Aventura, Florida 33180**ARTICLE VII INCORPORATOR**The name and address of the Incorporator is:Sanjaykumar Patel
2860 Marina Mile Boulevard, Suite 119
Fort Lauderdale, Florida 33312

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

DADE COUNTY CORPORATE AGENTS, INC.
Sanjay H. Kamin, Vice President
Signature/Registered Agent

Signature/Incorporator

6/1/06
Date

6/1/06
Date

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TALLAHASSEE, FLORIDA

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EXHIBIT "A"**SPECIFIC PURPOSE ENTITY****1. Purpose**

Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the corporation is to engage solely in the activity of acting as the outside Managing Member of a limited liability company (the "Limited Liability Company") whose purpose is to acquire certain parcels of real property, together with all improvements located thereon, in the City of Fort Lauderdale, State of Florida (the "Property") and own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property. The corporation shall exercise all powers enumerated in the General Corporation Law of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein."

2. Certain Prohibited Activities

Notwithstanding any provision hereof to the contrary, the following shall govern: The corporation shall only incur or cause the Limited Liability Company to incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the corporation shall not and shall not cause the Limited Liability Company to incur, assume, or guaranty any other indebtedness. The corporation shall not and shall not cause the Limited Liability Company to consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the corporation or Limited Liability Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer of the properties and assets of the corporation or Limited Liability Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article 6 and in Article 4, and (c) shall expressly assume the due and punctual performance of the corporation's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this corporation or the Limited Liability Company and be continuing. For so long as a mortgage lien exists on the Property, the corporation shall not voluntarily commence a case with respect to itself or cause the Limited Liability Company to voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Board of Directors. For so long as a mortgage lien exists on the Property, without first obtaining approval of the mortgagees holding first mortgages on the Properties (i)

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no material amendment to this certificate of incorporation or to the corporation's By-Laws nor to the articles of organization of the Limited Liability Company may be made without first obtaining approval of the mortgagees holding first mortgages on the Property and (ii) in the event the life of the Limited Liability Company is not continued, the corporation shall not cause the Limited Liability Company to liquidate the Property."

3. Indemnification

Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Limited Liability Company or the Property and shall not constitute a claim against the corporation in the event that cash flow is insufficient to pay such obligations."

4. Separateness Covenants

Notwithstanding any provision hereof to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the corporation shall conduct its affairs in accordance with the following provisions:

- a. It 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;
- a. It is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- b. It will not enter into any contract or agreement with any member, manager, principal or affiliate of the Limited Liability Company or any affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's length basis with third parties other than an affiliate;
- c. It has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the Obligations, (ii) the Debt pursuant to the Loan Documents and (iii) unsecured trade and operational debt incurred in the ordinary course of business not outstanding for more than sixty (60) days with trade creditors and in amounts as are normal and reasonable under the circumstances; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property except the Obligations;
- d. It has not made and will not make any loans or advances to any third party other than the Borrower in accordance with the Loan Documents

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(including any member, manager, principal or affiliate of the Limited Liability Company, or any guarantor);

- e. It is and will be solvent and pay its debts from its assets as the same shall become due;
- f. It has done or caused to be done and will do all things necessary to preserve its existence and observe corporate, Limited Liability Company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, shareholder or member thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate, articles of incorporation, by-laws, articles of organization, operating agreement or regulations in a manner which adversely affects the Limited Liability Company's or its managing member's existence as a Single Purpose Entity;
- g. It will conduct and operate its business as presently conducted and operated;
- h. It will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- i. It 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 affiliate of the Limited Liability Company, any constituent party of the Limited Liability Company, any guarantor or any affiliate of any constituent party or guarantor), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks from any other entity;
- j. It will file its own tax returns;
- k. It 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;
- l. It will not, nor will any member, manager, shareholder, partner, principal or affiliate, seek the dissolution or winding up, in whole or in part, of the Limited Liability Company;
- m. It 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;

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- n. It will not commingle the funds and other assets of the Limited Liability Company with those of any member, manager, principal or affiliate or any other person;
- o. It 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;
- p. It has, and any managing member of the Limited Liability Company has, at all times since their respective formation, observed all legal and customary formalities regarding their respective formation and will continue to observe all legal and customary formalities;
- q. It does not and will not hold itself out to be responsible for the debts or obligations of any other person;
- r. Upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Limited Liability Company, it shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the 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 the mortgage lender to enforce any rights of the mortgage 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; and
- s. has not caused and shall not cause, as applicable, the board of directors of the Limited Liability Company, the members or managers of the Limited Liability Company, or the board of directors, members or managers of any managing member of the Limited Liability Company to take any action which, under the terms of the organizational documents for the Limited Liability Company and its general partner or manager, as applicable, requires the unanimous affirmative vote of one hundred percent (100%) of the members of the board of directors, members or manager, unless at the time of such action there shall be at least one director, member or manager, as applicable, who is an Independent Director.

As used herein, "Independent Director" means a duly appointed member of the board of directors or manager of a general partner or managing member corporation (each, a "SPC Entity") who has not been at any time during the five (5) years preceding his or her initial appointment, and shall not be at any time while serving as Independent Director of any of the following: (a) a stockholder, director (other than in his or her capacity as an Independent Director, officer, employee, partner, or member of the Limited Liability Company, any SPC Entity, any partner, shareholder or member of any SPC Entity, or any Affiliate of any of the foregoing; (b) a stockholder, director, officer, employee, partner, or member of any customer of, supplier or service provider (including professionals) to, or other person who derives more than

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10% of its purchases, revenues, compensation, or other financial remuneration from its activities with the Limited Liability Company, any SPC Entity, any partner, shareholder or member of any SPC Entity, any Affiliate of any of the foregoing, or any person or entity who otherwise is financially dependent upon an officer, director, or employee of the Limited Liability Company, any SPC Entity, any partner or member of any SPC Entity, or any family member (by blood or marriage) of any such officer, director, or employee, or a business entity owned or controlled by any of the foregoing; (c) a person or other entity controlling or under common control with any such stockholder, director, officer, employee, partner, member, customer, supplier or other person; or (d) a member of the immediate family of any individual described in (a), (b), or (c) above. Notwithstanding anything to the contrary contained herein, the Independent Director of the SPC Entity shall be permitted to serve as an Independent Director of other Single Purpose Entities which are now, or may in the future be, established by any Affiliate of the Limited Liability Company, or any partner or member in the Limited Liability Company. As used herein, "the Independent Directors" shall include, without limitation, the independent directors or managers of SPC Entity or any Single Purpose Entity that succeeds to the interest of such entity. As used in this subsection, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.

As used herein, the term "Affiliate" means:

1. any person or entity directly or indirectly owning, controlling or holding with power to vote ten percent (10%) or more of the outstanding voting securities or interests of such other person or entity;
2. any person or entity ten percent (10%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by such other person or entity;
3. any person or entity directly or indirectly controlling, controlled by or under common control with such other person or entity;
4. any officer, director or partner of such other person or entity;
5. if such other person or entity is an officer, director or partner, any company for which such person or entity acts in any such capacity; and
6. any close relative or spouse of the specified person.

5. Voting

Notwithstanding any provision hereof to the contrary, the following shall govern: When voting on matters concerning the Limited Liability Company, notwithstanding that the Limited Liability Company is not then insolvent, the corporation shall take into account the interest of the Limited Liability Company's creditors, as well as those of its members."

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LAXMI MM, LLC
2860 Marina Mile Boulevard, Suite 119
Fort Lauderdale, Florida 33312

June 1, 2006

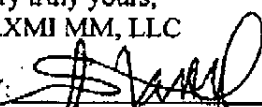
CSC
Attn: Cindy Harris
1201 Hays Street
Tallahassee, Florida 32301

Re: LAXMI MM, INC., A FLORIDA CORPORATION

Dear Ms. Harris:

This is to conform that I am the sole owner of Laxmi MM, LLC and Laxmi MM, Inc. I hereby given my consent, authorization and instruction for the formation of Laxmi MM, Inc.

Very truly yours,
LAXMI MM, LLC

BY: 
SANJAYKUMAR PATEL,
MANAGER & SOLE MEMBER

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