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cd. 2-16

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: **KATIE WONSCH**

DATE: **02/15/2007**

REF. #: **001500.64078**

CORP. NAME: **LAVINA HOLDINGS, INC.**

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> (XX) ARTICLES OF INCORPORATION | <input type="checkbox"/> () ARTICLES OF AMENDMENT | <input type="checkbox"/> () ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> () ANNUAL REPORT | <input type="checkbox"/> () TRADEMARK/SERVICE MARK | <input type="checkbox"/> () FICTITIOUS NAME |
| <input type="checkbox"/> () FOREIGN QUALIFICATION | <input type="checkbox"/> () LIMITED PARTNERSHIP | <input type="checkbox"/> () LIMITED LIABILITY |
| <input type="checkbox"/> () REINSTATEMENT | <input type="checkbox"/> () MERGER | <input type="checkbox"/> () WITHDRAWAL |
| <input type="checkbox"/> () CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> () OTHER: | | |

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_____ **COST LIMIT: \$** _____

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Examiner's Initials

**ARTICLES OF INCORPORATION
OF
LaVina Holdings, Inc.**

FILED
2007 FEB 15 PM 12:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned Incorporator delivers these Articles of Incorporation in order to form a Corporation under the Florida Business Corporation Act (the "Act").

**ARTICLE I
NAME**

The name of this Corporation shall be **LaVina Holdings, Inc.**

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of the Corporation is located at 7505 W. Sand Lake Road, Orlando, Florida 32819 and its mailing address is 7505 W. Sand Lake Road, Orlando, Florida 32819.

**ARTICLE III
CORPORATE PURPOSES, POWERS AND RIGHTS**

Notwithstanding any other provision of these Articles of Incorporation, any other organizational documents or any provisions of law that empowers **LaVina Holdings, Inc.** (the "Corporation"), the following provisions shall be operative and controlling so long as the loan (the "Loan") by **CIBC Inc., a Delaware Corporation** or its successors and/or assigns (collectively, the "Lender") to **Ripley's International, LLC** (the "Company") is outstanding:

1. The sole purpose for which the Corporation is organized is to acquire, manage, own and hold the membership interest in the Company, whose sole purpose is to acquire, own, hold, maintain and operate **LaVina Village** located at **9343 Dowden Road, Orlando, Florida** (the "Property"), together with such other activities as may be necessary or advisable in connection with such limited purpose. The Corporation shall not engage in any business, and it shall have no purpose, unrelated to the foregoing purpose and shall not acquire any real property or own assets other than those in furtherance of the limited purposes of the Corporation.

2. The Corporation shall have no authority to perform any act in violation of any (a) applicable laws or regulations or (b) any agreement between the Company and the Lender or the Corporation and the Lender.

3. The Corporation shall not:

(a) make any loans to any shareholder or the Corporation's or any shareholder's Affiliates (as defined below);

(b) except as permitted by the Lender in writing, cause or permit the Company to sell, encumber (except with respect to Lender) or otherwise transfer or dispose of all or substantially all of the properties of the Company (a sale or disposition will be deemed to be "all or substantially all of the properties of the Company" if the total value of the properties sold or disposed of in such transaction and during the twelve months preceding such transaction is sixty six and two thirds percent (66-2/3%) or more in value of the Company's total assets as of the end of the most recently completed corporate fiscal year);

(c) to the fullest extent permitted by law, dissolve, wind up or liquidate the Corporation;

(d) merge, consolidate or acquire all or substantially all of the assets of an Affiliate of same or other person or entity;

(e) change the nature of the business of the Corporation; or

(f) except as permitted by the Lender in writing, amend, modify or otherwise change these Articles of Incorporation (or, after securitization of the Loan, only if the Corporation receives (i) confirmation from each of the applicable rating agencies that such amendment, modification or change would not result in the qualification, withdrawal, reduction or downgrade of any securities rating and (ii) permission of the Lender in writing).

4. The Corporation shall not, and no person or entity on behalf of the Corporation shall, either with respect to itself or the Company, without the prior written affirmative vote of one hundred percent (100%) of the Board of Directors, including the affirmative vote of the Independent Directors (as defined below): (a) institute proceedings to be adjudicated bankrupt or insolvent; (b) consent to the institution of bankruptcy or insolvency proceedings against it or the Company; (c) file a petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy; (d) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or the Company or a substantial part of their respective property; (e) make any assignment for the benefit of creditors; (f) admit in writing its or the Company's inability to pay their respective debts generally as they become due or declare or effect a moratorium on its or the Company's respective debts; or (g) take

any corporate action in furtherance of any such action, provided, however, that none of the foregoing actions may be taken or authorized unless there is at least two Independent Directors then serving in such capacity.

5. The Corporation shall have no indebtedness or incur any liability other than unsecured debts and liabilities for trade payables and accrued expenses incurred in the ordinary course of its business, provided, however, that such unsecured indebtedness or liabilities (i) are in amounts that are normal and reasonable under the circumstances, but in no event to exceed in the aggregate two percent (2%) of the outstanding principal amount of the Loan and (ii) are not evidenced by a note and are paid when due, but in no event for more than sixty (60) days from the date that such indebtedness or liabilities are incurred. No indebtedness of the Corporation shall be secured.

6. The Corporation shall at all times observe the applicable legal requirements for the recognition of the Corporation as a legal entity separate from any Affiliates of same, including, without limitation, as follows:

(a) At least one (1) of the directors of the Corporation shall be an Independent Director. Independent Director means a natural person who has not been, and during the continuation of his or her services as Independent Director (i) except in the capacity as an Independent Director of the Corporation, is not a present or former employee, officer, director, shareholder, partner, member or agent of any member of the Company (individually, a "Member" and collectively with all other members of the Company, (the "Members"), the Company or any Affiliate of either of same, (ii) is not a present or former customer or supplier of any Member, the Company or any Affiliate of either of same, or other Person who derives or is entitled to derive any of its profits or revenues or any payments (other than any fee paid to such director as compensation for such director to serve as an Independent Director) from any Member, the Company or any Affiliate of either of same, and such profits, revenues or payments are not a material income for such customer, supplier, Independent Director, Member or other Person, (iii) is not (and is not affiliated with an entity that is) a present or former, accountant, advisor, attorney or consultant to any Member, the Company or any Affiliate of either of same, (iv) is not a spouse, parent, child, grandchild or sibling of, or otherwise related to (by blood or by law), any of (i), (ii) or (iii) above, and (v) is not affiliated with a Person of which any Member, the Company or any Affiliate of either of same is a present or former customer or supplier, provided, however, that an entity that provides independent directors as a service for a fee is not prohibited under this paragraph from providing one or more independent directors to the Corporation, provided further, however, that in connection with mezzanine financing the Corporation (and its Affiliates) shall not share the same Independent Director with the mezzanine borrower (and its Affiliates). In the event of the death, incapacity, resignation or removal of an Independent Director, the Board of Directors of the Corporation shall promptly appoint a replacement Independent Director and no action requiring the consent of the Independent Director shall be taken until a replacement Independent Director has been appointed. In addition, no

Independent Director may be removed unless his or her successor satisfying the definition hereunder has been appointed and has accepted such appointment.

(b) The Corporation shall maintain its principal executive office and telephone and facsimile numbers separate from that of any Affiliate of same and shall conspicuously identify such office and numbers as its own or shall allocate by written agreement fairly and reasonably any rent, overhead and expenses for shared office space. Additionally, the Corporation shall use its own separate stationery, invoices and checks which reflect its separate address, telephone number and facsimile number.

(c) The Corporation shall maintain correct and complete financial statements, accounts, books and records and other entity documents separate from those of any Affiliate of same or any other person or entity. The Corporation shall prepare unaudited quarterly and annual financial statements, and the Corporation's financial statements shall substantially comply with generally accepted accounting principles.

(d) The Corporation shall maintain its own separate bank accounts, payroll and correct, complete and separate books of account.

(e) The Corporation shall file or cause to be filed its own separate tax returns.

(f) The Corporation shall hold itself out to the public (including any of its Affiliates' creditors) under the Corporation's own name and as a separate and distinct corporate entity and not as a department, division or otherwise of any Affiliate of same.

(g) The Corporation shall observe all customary formalities regarding the corporate existence of the Corporation, including holding meetings and maintaining current and accurate minute books separate from those of any Affiliate of same.

(h) The Corporation shall hold title to its assets in its own name and act solely in its own name and through its own duly authorized officers and agents. No Affiliate of same shall be appointed or act as agent of the Corporation, other than, as applicable, a property manager with respect to the Property.

(i) Investments shall be made in the name of the Corporation directly by the Corporation or on its behalf by brokers engaged and paid by the Corporation or its agents.

(j) Except as required by Lender, the Corporation shall not guarantee, pledge its assets to, assume or hold itself out, or permit itself to be held out as having guaranteed, pledged its assets to, assumed or otherwise become responsible for, any liabilities or obligations of any person or entity, including any Affiliate of the

Corporation, nor shall it make any loan, except as permitted in the loan documents with the Lender.

(k) The Corporation is and will be solvent and shall pay its own liabilities, indebtedness and obligations of any kind, including all administrative expenses, from its own separate assets.

(l) Assets of the Corporation shall be separately identified, maintained and segregated. The Corporation's assets shall at all times be held by or on behalf of the Corporation and if held on behalf of the Corporation by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by the Corporation. This restriction requires, among other things, that (i) Corporation funds shall be deposited or invested in the Corporation's name, (ii) Corporation funds shall not be commingled with the funds of any Affiliate of same or other person or entity, (iii) the Corporation shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliate of same or other person or entity, and (iv) Corporation funds shall be used for the business of the Corporation.

(m) The Corporation shall 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 of same or other person or entity, and shall maintain a sufficient number of employees in light of its contemplated business operations.

(n) The Corporation shall pay or cause to be paid its own liabilities and expenses of any kind, including but not limited to salaries of its employees, only out of its own separate funds and assets, and shall maintain a sufficient number of employees in light of its contemplated business operations.

(o) The Corporation shall at all times be adequately capitalized to engage in the transactions contemplated at its formation and for the normal obligations reasonably foreseeable in a business of its size and character (in light of its contemplated business operations).

(p) The Corporation shall not do any act which would make it impossible to carry on the ordinary business of the Corporation.

(q) All data and records (including computer records) used by the Corporation or any Affiliate of same in the collection and administration of any loan shall reflect the Corporation's ownership interest therein.

(r) None of the Corporation's funds shall be invested in securities issued by, nor shall the Corporation acquire the indebtedness or obligation of, any Affiliate of same.

(s) When acting on matters subject to the vote of the directors, notwithstanding that the Corporation is not then insolvent, the Directors and the Independent Director shall take into account the interest of the Corporation's creditors, to the maximum extent consistent with applicable law.

(t) The Corporation shall maintain an arm's length relationship with each of its Affiliates and may enter into contracts or transact business with its Affiliates only on commercially reasonable terms that are no less favorable to the Corporation than is obtainable in the market from a person or entity that is not an Affiliate of same.

(u) The Corporation shall correct any misunderstanding that is known by the Corporation regarding its name or separate identity.

Failure of the Corporation to comply with the foregoing covenants or other covenants contained in these Articles of Incorporation shall not affect the status of the Corporation as a separate legal entity.

For purposes of these Articles of Incorporation, Affiliate means any person or entity, including, but not limited to, the Company, which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a specified person or entity. For purposes hereof, the terms "control", "controlled", or "controlling" with respect to a specified person or entity shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (x) the outstanding shares of any class of voting securities or (y) beneficial interests, of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over the shareholder(s) or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity.

7. No transfer of any direct or indirect ownership in the Corporation may be made such that the transferee owns, in the aggregate with the ownership interests in the Corporation of transferee's Affiliates, more than a forty-nine percent (49%) interest in the Corporation unless such transfer is conditioned upon the delivery of an acceptable nonconsolidation opinion to the Lender and any applicable rating agency.

ARTICLE II

DURATION OF THE CORPORATION

Existence of the Corporation shall commence on the date all fees are paid and these Articles of Incorporation are filed by the Secretary of State and the Corporation shall exist perpetually unless dissolved according to law.

ARTICLE III
AUTHORIZED STOCK

The total number of shares of capital stock which the Corporation has the authority to issue is 10,000 shares of Common Stock, with a \$1.00 per value per share.

ARTICLE IV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial Registered office of the Corporation in the State of Florida shall be 7505 W. Sand Lake Road, Orlando, Florida 32819. The initial Registered Agent of the Corporation at the Registered Office shall be Leigh A. Williams, Esquire, 7505 W. Sand Lake Road, Orlando, Florida 32819.

ARTICLE V
INITIAL BOARD OF DIRECTORS

1. The initial Board of Directors shall consist of three (2) Directors. The names and addresses of the persons who shall serve as directors of the Corporation until the first meeting of shareholders are:

Charles Whittall
7505 W Sand Lake Road
Orlando, FL 32819

Cindy Hicks - (who is hereby designated as the Independent Director as defined herein)
515 East Park Avenue
Tallahassee, FL 32301

ARTICLE VI
OFFICERS

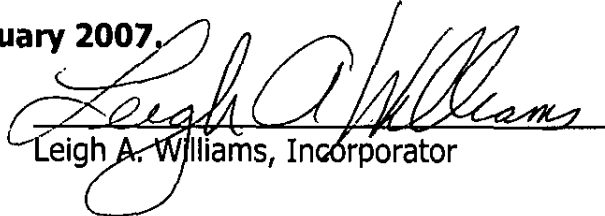
PRESIDENT
SECRETARY
TREASURER

CHARLES WHITTALL
CHARLES WHITTALL
CHARLES WHITTALL

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of the Corporation is:
Leigh A. Williams, Esq.
37 N. Orange Avenue
Suite 200
Orlando, FL 32801

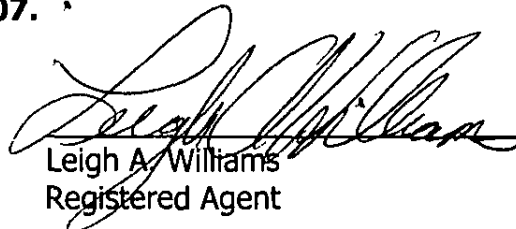
Executed this 13th day of February 2007.


Leigh A. Williams, Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent and to accept service of process for the above stated Corporation at the place designated in this Certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.

Dated this 13th day of February 2007.


Leigh A. Williams
Registered Agent

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TALLAHASSEE, FLORIDA