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FLORIDA PROFIT/NON PROFIT CORPORATION

LMC PC1, Inc.

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**ARTICLES OF INCORPORATION
OF
LMC PC1, INC.**

The undersigned, acting as the incorporator of LMC PC1, Inc. (the "Corporation") under the Florida Business Corporation Act, adopts the following Articles of Incorporation:

ARTICLE I. NAME

The name of the Corporation is: LMC PC1, Inc.

ARTICLE II. PRINCIPAL OFFICE AND MAILING ADDRESS

The principal business office of the Corporation is 21299 US Highway 27, Lake Wales, Florida 33859 and the mailing address is P.O. Box 3737, Lake Wales, Florida 33859.

ARTICLE III. CAPITAL STOCK

The number of shares of capital stock that the Corporation is authorized to issue is 10,000 shares of common stock, having a par value of \$.01 per share.

ARTICLE IV. PURPOSE

a. The purpose for which this Corporation is organized is limited solely to being the managing member of Palmer Crossing 1, LLC, a Florida limited liability company (the "Company") and acting as, and exercising all of the authority of, the managing member of the Company, and transacting any and all lawful business for which a corporation may be organized under Florida law that is incident, necessary and appropriate to accomplish the foregoing.

b. The Corporation is prohibited from incurring indebtedness.

c. The Corporation is prohibited from engaging in any dissolution, liquidation, consolidation, merger and from causing the Company to do any of the foregoing, both for as long as that certain loan in the original principal sum of \$21,300,000 (the "Loan") currently held by Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2007-C3 (the "Trust," together with its successors and/or assigns, "Lender") is outstanding.

d. To the extent required by the documents evidencing and/or securing the Loan ("Loan Documents"), no transfer of any direct or indirect ownership interest in the

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Corporation may be made unless such transfer is consented to by Lender. Lender may condition its consent upon satisfaction of any requirements in the Loan Documents and/or Lender's then current servicing standards.

e. The Corporation is required to continue serving in the capacity as the sole managing member of the Company so long as the Loan is outstanding.

f. The Corporation is required on its own behalf, and covenants to cause the Company, to:

- i. Maintain books and records separate from any other person or entity for non-tax purposes;
- ii. Maintain its bank accounts separate from any other person or entity;
- iii. Not commingle its assets with those of any other person or entity and hold all of its assets in its own name;
- iv. Conduct its own business in its own name;
- v. Maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity for non-tax purposes;
- vi. Pay its own liabilities and expenses only out of its own funds;
- vii. Observe all corporate and other organizational formalities;
- viii. Maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only pursuant to enforceable agreements;
- ix. Pay the salaries of its own employees, if any, from its own funds;
- x. Maintain a sufficient number of employees in light of its contemplated business operations;
- xi. Not guarantee, become obligated for or pledge its assets for the debts or benefit of any other person or entity (except federal tax obligations (including interest and penalties) that arise as a result of the Company's status as a qualified subchapter S subsidiary for federal tax purposes);

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- xii. Not hold out its credit as being available to satisfy the obligations of any other person or entity;
- xiii. Not acquire the obligations or securities of its affiliates or owners, including shareholders (other than membership interests of the Company);
- xiv. Not make loans to any other person or entity or to buy or hold evidencce of indebtedness issued by any other person or entity (except for cash and investment-grade securities);
- xv. Allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- xvi. Hold itself out as a separate identity for non-tax purposes;
- xvii. Correct any known misunderstandings regarding its separate identity for non-tax purposes;
- xviii. Not identify itself as a division of any other person or entity for non-tax purposes;
- xix. Maintain adequate capital in light of its contemplated business operations; and
- xx. Comply with each of the SPE/separateness covenants set forth in the Loan Documents to the extent consistent with the covenants set forth above.

g. Notwithstanding anything contained in this or any other organizational document to the contrary, any obligation which the Corporation may owe to any of its officers, directors, shareholders or affiliates (collectively, "Interested Parties"), whether characterized as a salary, fee or indemnification, shall not constitute a claim against the Corporation until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan, provided however, so long as no Default or Event of Default (as those terms are defined in the Loan Documents) exists under the Loan Documents to the extent the Corporation has cash flow or other available liquid assets (exclusive of any of reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents by the Corporation, if any, the Corporation may pay when due (without any acceleration caused by the Corporation) the scheduled obligations due to the Interested Partics of the Corporation.

h. The Corporation should have at least one "Independent Director". An "Independent Director" shall mean a director of the Corporation who for the five-year period

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prior to his or her appointment as Independent Director, has not been, and during the continuation of his or her service as Independent Director, will not be: (a) a stockholder, director, officer, employee or partner of the Corporation or an Affiliate; (b) a customer, supplier or other person who derives more than 10% of its purchases or revenues from its activities with the Corporation or any Affiliate; (c) a person or other entity controlling or under common Control with any such stockholder, partner, customer, supplier or other person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other person. (As used in this paragraph, the term "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise; and the term "Affiliate" means, with respect to any person or entity, any other person or entity directly or indirectly controlling or controlled by or under direct or indirect control with such person or entity).

i. The unanimous consent of all of the directors (including the consent of the Independent Director) is required for the Corporation, and for the Corporation to cause the Company, to:

i. File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;

ii. Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or the Company or a substantial portion of either of their properties;

iii. Make any assignment for the benefit of the creditors of the Corporation or the Company; or

iv. Take any action in furtherance of any of i, ii or iii in this paragraph (i).

j. At all times while the Loan is outstanding, the Corporation is prohibited from amending the provisions specified in paragraphs a through i and this paragraph j without approval of such amendment by Lender. Lender may condition its approval upon satisfaction of any requirements set forth in the Loan Documents and/or Lender's then current servicing standards.

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ARTICLE V. INITIAL REGISTERED OFFICE AND AGENT

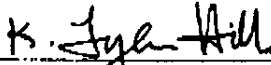
The street address of the initial registered office of the Corporation is 101 E. Kennedy Blvd., Suite 3700, Tampa, Florida 33602 and the name of the Corporation's initial registered agent at that address is K. Tyler Hill.

ARTICLE VI. INCORPORATOR

The name and street address of the incorporator is:

K. Tyler Hill
101 E. Kennedy Blvd., Suite 3700
Tampa, Florida 33602

EXECUTED: December 12, 2007



K. Tyler Hill, as incorporator

REGISTERED AGENT CERTIFICATE

Having been named to accept service of process for the Corporation, I hereby accept appointment as its 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.



K. Tyler Hill

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