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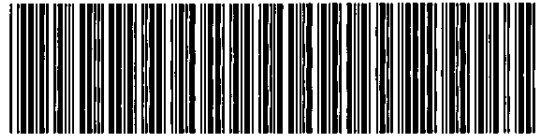
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

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86919-03

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

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: PATRICIA TADLOCK

DATE: 12/21/2007

REF. #: 001500.78975

CORP. NAME: LJM HOLDINGS, INC.

(XX) ARTICLES OF INCORPORATION () ARTICLES OF AMENDMENT () ARTICLES OF DISSOLUTION
() ANNUAL REPORT () TRADEMARK/SERVICE MARK () FICTITIOUS NAME
() FOREIGN QUALIFICATION () LIMITED PARTNERSHIP () LIMITED LIABILITY
() REINSTATEMENT () MERGER () WITHDRAWAL
() CERTIFICATE OF CANCELLATION
() OTHER:

STATE FEES PREPAID WITH CHECK# 524088 FOR \$ 87.50

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN: PLEASE PROVIDE TWO SETS OF CERTIFIED COPIES

(XX) TWO CERTIFIED COPIES () CERTIFICATE OF GOOD STANDING () PLAIN STAMPED COPY
() CERTIFICATE OF STATUS

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 24, 2007

CORPDIRECT AGENTS, INC.

SUBJECT: LJM HOLDINGS, INC.
Ref. Number: W07000061698

We have received your document for LJM HOLDINGS, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

Adding "of Florida" or "Florida" to the end of a name is not acceptable.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6995.

Wanda Cunningham
Regulatory Specialist II
New Filing Section

Letter Number: 807A00071354



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 3, 2008

CORPDIRECT AGENTS, INC.

SUBJECT: LJM HOLDINGS I, INC.
Ref. Number: W07000061698

We have received your document for LJM HOLDINGS I, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please accept our apology for failing to mention this in our previous letter.

The registered agent and street address must be consistent wherever it appears in your document.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6921.

Maryanne Dickey
Document Specialist Supervisor
New Filing Section

Letter Number: 807A00071354

**ARTICLES OF INCORPORATION
OF
LJM HOLDINGS I, Inc.**

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 **LJM Holdings I, Inc.**

**ARTICLE II
PRINCIPAL OFFICE**

The Principal Office of the Corporation is located at 189 S. Orange Avenue, Suite 2100, Orlando, Florida 32801 and its mailing address is 189 S. Orange Avenue, Suite 2100, Orlando, Florida 32801.

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

Single Purpose Provision. It has not and shall not:

(a) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(b) acquire or own any material assets other than

- (i) the Property, and
- (ii) such incidental Personal Property as may be necessary for the operation of the Property;

(c) 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 its assets or change its legal structure, without in each case Lender's consent;

(d) 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 Lender, amend, modify, terminate or fail to comply with the provisions of Borrower's partnership agreement, articles or certificate of incorporation, articles of organization, operating agreement, or similar organizational documents, as the case may be, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of Borrower to perform its obligations hereunder, under the Note or under the other Loan Documents;

(e) own any subsidiary or make any investment in, any person or entity without the consent of Lender;

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(f) commingle its assets with the assets of any of its general partners, managing members, shareholders, affiliates, principals or of any other person or entity;

(g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Debt, except with respect to trade payables incurred in the ordinary course of its business of owning and operating the Property, provided that such debt is paid when due;

(h) fail to maintain its records, books of account and bank accounts separate and apart from those of the general partners, managing members, shareholders, principals and affiliates of Borrower, the affiliates of a general partner or managing member of Borrower, and any other person or entity;

(i) enter into any contract or agreement with any general partner, managing member, shareholder, principal or affiliate of Borrower, Guarantor or general partner, managing member, shareholder, 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 general partner, managing member, shareholder, principal or affiliate of Borrower, Guarantor or Indemnitor, or any general partner, managing member, shareholder, principal or affiliate thereof;

(j) seek the dissolution or winding up in whole, or in part, of Borrower;

(k) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any general partner, managing member, shareholder, principal or affiliate of Borrower, or any general partner, managing member, shareholder, principal or affiliate thereof or any other person;

(l) hold itself out to be responsible for the debts of another person;

(m) make any loans to any third party;

(n) 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) to mislead others as to the identity with which such other party is transacting business, or

(ii) to suggest that Borrower is responsible for the debts of any third party (including any general partner, managing member, shareholder, principal or affiliate of Borrower, or any general partner, managing member, shareholder, principal or affiliate thereof);

(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; or

(p) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.

ARTICLE IV
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 V
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 VI
REGISTERED OFFICE AND REGISTERED AGENT

The initial Registered Agent of the Corporation at the Registered Office shall be Leigh A. Williams, Esquire, 37 N. Orange Avenue, Suite 200, Orlando, FL 32801.

ARTICLE VII
INITIAL BOARD OF DIRECTORS

1. The initial Board of Directors shall consist of one (1) Director. The name and address of the person who shall serve as Director of the Corporation until the first meeting of shareholders is:

Lee J. Maher
189 S. Orange Avenue
Suite 2100
Orlando, FL 32801

ARTICLE VIII
OFFICERS

PRESIDENT	Lee J. Maher
TREASURER	Lee J. Maher


ARTICLE IX
INCORPORATOR

The name and address of the Incorporator of the Corporation is:

Leigh A. Williams
37 N. Orange Avenue
Suite 200
Orlando, Florida 32801

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Executed this 18th day of **December 2007**.



Leigh A. Williams, Incorporator

IN WITNESS WHEREOF, the undersigned does hereby adopt, make and file these Amended & Restated Articles of Incorporation declaring and certifying that the facts stated herein are true, this the 18th day of **December 2007**.

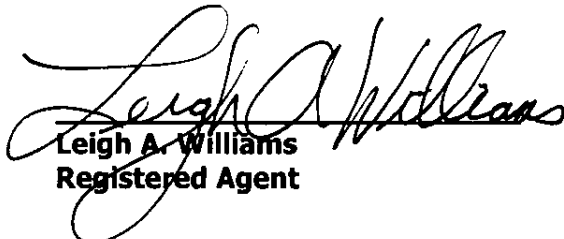


Lee J. Maher, Director

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 18th day of **December 2007**.



Leigh A. Williams
Registered Agent