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Florida Department of State
Division of Corporations
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FLORIDA PROFIT CORPORATION OR P.A.

melbourne 26 corp.

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ARTICLES OF INCORPORATION

OF

MELBOURNE 26 CORP.



ARTICLE I

CORPORATE NAME

The name of the Corporation shall be:

Melbourne 26 Corp.

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ARTICLE II

NATURE OF CORPORATE BUSINESS

The Corporation may engage in any activity or business permitted under the laws of the United States and under the laws of the State of Florida. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation 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 following activities:

- (1) To acquire an interest in that certain parcel of real property, together with all improvements located thereon, located at 964 South Harbor City Boulevard, City of Melbourne, Brevard County, Florida (the "Property").

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(2) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Property.

(3) To exercise all powers enumerated in the Florida Business Corporation Act incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein."

A. Notwithstanding any provision hereof or of any other document governing the incorporation, management or operation of the Corporation to the contrary, the following shall govern: The Corporation shall only 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 incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. The Corporation shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfer of capital stock. For so long as a mortgage lien exists on the Property, the Corporation will not without the unanimous consent of all of the shareholders of the Corporation: (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 any 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 itself or any other entity, (iii) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for the benefit of such entity's creditors, or (iv) take any action in furtherance of the foregoing. For so long as a mortgage lien exists on the Property, no material amendment to these

Articles of Incorporation may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

B. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

C. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation 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 identity, in addition to the other provisions set forth in these Articles of Incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

- (1) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.
- (2) It shall maintain separate records, books and accounts from those of any affiliate or any other person.
- (3) It shall not commingle funds or assets with those of any affiliate or any other person.
- (4) It shall conduct its business and hold its assets in its own name.

- (5) It shall maintain financial statements and accounting statements and prepare tax returns separate from any affiliate or any other person.
- (6) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate, and maintain a sufficient number of employees in light of its contemplated business operations.
- (7) It shall maintain adequate capital in light of its contemplated business operations.
- (8) It shall maintain an arm's length relationship with any affiliate.
- (9) It shall not assume or guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.
- (10) It shall not have any of its obligations guaranteed by any shareholder or affiliate, except the guarantor of the mortgage loan.
- (11) It shall not pledge its assets for the benefit of any other person or entity or make an advance or loan to any person or entity, including any affiliate.
- (12) It shall not acquire obligations or securities of its shareholders or any affiliate.
- (13) It shall use stationery, invoices and checks separate from any affiliate or any other person.
- (14) It shall hold itself out as an entity separate and distinct from any affiliate and not as a division, department or part of any other person or entity.
- (15) It shall not identify its shareholders or any affiliates as a division or part of it.
- (16) It shall correct any known misunderstanding regarding its separate identity.

- (17) It shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity.
- (18) It shall not share a common logo with any affiliate or any other person.
- (19) It shall not acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the Property.
- (20) It shall maintain its books, records, resolutions and agreements as official records.
- (21) It shall hold regular meetings, as appropriate, to conduct its business and observe all corporate level formalities and record keeping.

For purpose of this Article, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Corporation, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any shareholder or employee of the Corporation, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Corporation, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

D. Notwithstanding any provision hereof or of any other document governing the incorporation, management or operation of the Corporation to the contrary, the following shall govern: The vote of shareholders holding a majority of the issued and outstanding voting capital stock is sufficient to continue the life of the Corporation. If such vote is not obtained, for so long as a mortgage lien exists on the Property the Corporation shall not liquidate the Property without first obtaining approval of the mortgagee holding a first mortgage lien on the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the mortgage liens has been paid in full or otherwise completely discharged.

E. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: When acting on matters subject to the vote of the shareholders, notwithstanding that the Corporation is not then insolvent, all of the shareholders shall take into account the interest of the Corporation's creditors, as well as those of the shareholders.

ARTICLE III

CAPITAL STOCK

This Corporation is authorized to issue a maximum of One Thousand (1,000) shares of stock. The shares of stock authorized shall be common stock having a par value of One Dollar (\$1.00) per share. The consideration to be paid for each share of stock shall be fixed by the Board of Directors.

ARTICLE IV
INITIAL REGISTERED OFFICE AND AGENT AND PRINCIPAL OFFICE

The Corporation's initial Registered Agent and Registered Office in the State of Florida shall be:

Abbey Berkowitz
4434 North Bay Road
Miami Beach, Florida 33140

The Corporation's principal office shall be:

4434 North Bay Road
Miami Beach, Florida 33140

ARTICLE V

BOARD OF DIRECTORS

The number of Directors may be altered from time to time by By-Laws adopted by the Board of Directors. However, the Corporation shall have no less than one (1) Director at any time.

ARTICLE VI

INITIAL DIRECTORS

The names and post office addresses of the first Directors of the Corporation are:

<u>NAME</u>	<u>ADDRESS</u>
Abbey Berkowitz	4434 North Bay Road Miami Beach, Florida 33140

ARTICLE VII
INCORPORATOR

The name and post office address of the Incorporator executing these Articles of Incorporation is as follows:

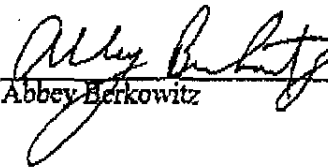
NAME
Abbey Berkowitz

ADDRESS
4434 North Bay Road
Miami Beach, Florida 33140

ARTICLES VIII
COMMENCEMENT DATE

Corporate existence will commence upon filing.

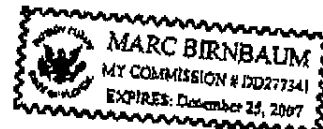
THE UNDERSIGNED Incorporator, for the purpose of forming a corporation to do business within the State of Florida, makes and files these Articles of Incorporation, hereby declaring and certifying that the facts stated are true.

 (SEAL)
Abbey Berkowitz

STATE OF FLORIDA)
 SS.
COUNTY OF MIAMI-DADE)

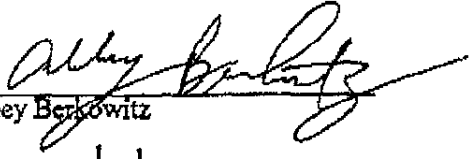
I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 19
day of July, 2004 by ABBEY BERKOWITZ who is personally known to me.


NOTARY PUBLIC



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The undersigned hereby accepts the foregoing designation as Initial Registered Agent and agrees to comply with the provisions of law applicable to said DESIGNATION.


Abbey Berkowitz
Date 7/19/04

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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