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MARKS GRAY PA

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FLORIDA PROFIT/NON PROFIT CORPORATION

Early Star, Inc.

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**ARTICLES OF INCORPORATION
OF
EARLY STAR, INC.**

**ARTICLE I
NAME**

The name of this Corporation is Early Star, Inc.

**ARTICLE II
NATURE OF BUSINESS**

This corporation is organized for a single purpose of being a member of a limited liability company which is the successor borrower under a defeased mortgage loan. The Business shall at all times operate in accordance with the provisions of the document attached hereto as Exhibit A.

**ARTICLE III
CAPITAL STOCK**

This corporation is authorized to issue Five Hundred (500) shares of common stock having a par value of One Dollar (\$1.00) per share, which shares shall be and hereby are designated as "Common Shares." Without action by the stockholders, any or all of the authorized shares may be issued by the corporation from time to time for such consideration as may be fixed by the Board of Directors of this corporation.

Gerald W. Weedon, Esquire
Florida Bar No.: 231819
Marks Gray, P.A.
P. O. Box 447
Jacksonville, Florida 32201
(904) 398-0900

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ARTICLE IV
TERM OF EXISTENCE

The term for which this corporation shall exist shall be perpetual, commencing on the date of filing of these Articles.

ARTICLE V
PRINCIPAL OFFICE OF THE CORPORATION

The principal office of the business of the corporation shall be 3501-B Ponce De Leon Boulevard, #104, St. Augustine, Florida 32084. The Board of Directors may, from time to time, change the principal office and mailing address to any other address in Florida.

ARTICLE VI
INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this corporation in the State of Florida is 1200 Riverplace Boulevard, Suite 800, Jacksonville, Florida 32207, and the name of the initial registered agent of this corporation at that address is Gerald W. Weedon. The Board of Directors may, from time to time, change the registered agent or move the registered office to any other address in Florida.

ARTICLE VII
INITIAL BOARD OF DIRECTORS

This corporation shall have two (2) Directors initially. The number of Directors may be increased or diminished, from time to time, by amendment to the Bylaws, but in no event shall the number of Directors be reduced below one (2). The names and addresses of the initial Directors of this corporation are:

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NAMEADDRESS

Patrica A. Toutloff

3501-B Ponce De Leon Boulevard, #104
St. Augustine, Florida 32084

Mark L. Rosenberg

554 Lomax Street
Jacksonville, Florida 32204

In addition to the foregoing, for so long as any of the Secured Obligations set forth in a Mortgage Defeasance Transaction contemplated by that certain Defeasance Pledge and Security Agreement by and among Morning Star, LLC, a Florida limited Liability company and Bank of America, National Association, as successor by merger to La Salle Bank National Association as Indenture Trustee for MSDWMC Owner Trust 2000-F1 notes, Participating Interests and Owner Trust Certificates remain outstanding and not discharged in full, this Corporation will have an independent director and without the unanimous consent of all directors, including such independent director no person shall have authority on behalf of such this Corporation to:

(1) seek the dissolution or winding up, in whole or in part, of the Corporation;

(2) 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;

(3) file a voluntary petition or otherwise initiate proceedings to have this Corporation adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or

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insolvency proceedings against this corporation, or file a petition seeking or consenting to reorganization or relief of this corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to this Corporation; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of this Corporation or of all or any substantial part of the properties and assets of this Corporation, or make any general assignment for the benefit of creditors of this Corporation, or admit in writing the inability of this Corporation to pay its debts generally as they become due or declare or effect a moratorium on this Corporation's debts or take any action in furtherance of any such action, or

(4) amend, modify or alter such provisions of this Corporation's organizational documents including these Articles.

The initial independent director is Mark L. Rosenberg.

ARTICLE VII **INCORPORATOR**

The name and address of the Incorporator of this corporation is:

Patricia A. Toutloff

3501-B Ponce De Leon Blvd., #104
St. Augustine, Florida 32084

ARTICLE IX **BYLAWS**

Both the shareholders and the Board of Directors may repeal, amend or adopt Bylaws for the corporation, pursuant to these Articles, except that the shareholders may prescribe in any Bylaws made by them that such Bylaws shall not be altered, repealed or amended by the Board of Directors. In any event, the By-laws of such corporation shall be in conformance with Exhibit A.

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ARTICLE X
AMENDMENTS

These Articles of Incorporation may be amended in the manner provided by law. Both the shareholders and the Board of Directors may repeal, amend or adopt Bylaws for the corporation, pursuant to these Articles, except that the shareholders may prescribe in any Bylaws made by them that such Bylaw shall not be altered, repealed or amended by the Board of Directors.

IN WITNESS WHEREOF, the undersigned Incorporator, being a natural person competent to contract, has hereunto set his hand and affixed his seal this 26 day of February, 2009.



Patricia A. Toutloff, Incorporator

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**CERTIFICATE OF ACCEPTANCE OF DESIGNATION OF
REGISTERED AGENT OF
PROTECTION TECHNOLOGIES SERVICE, CORPORATION**

Pursuant to Sections 48.091 and 607.034, Florida Statutes, the undersigned, having been designated as the initial Registered Agent for the service of process within the State of Florida upon Protection Technologies Service, Corporation, a corporation organized under the laws of the State of Florida, does hereby accept the appointment as such Registered Agent for the above-named corporation, and does hereby agree to comply with the provisions of Section 48.091(2) relative to keeping open the Registered Office of said corporation, which Registered Office is located at 1200 Riverplace Boulevard, Suite 800, Jacksonville, Florida 32207

IN WITNESS WHEREOF, I, such designated Registered Agent, have hereunto set my hand and seal at Jacksonville, Duval County, Florida, on this 26 day of February, 2009.



Gerald W. Weedon, Registered Agent

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EXHIBIT A

The Corporation shall at all times be a Single Purpose Entity. Defined terms used but not defined herein shall have the meaning ascribed to such terms in the Defeasance Pledge and Security Agreement by and among Morning Star LLC, A Florida limited liability company, and Bank of America, National Association, as successor by merger to LaSalle Bank National Association as Indenture Trustee for MSDWMC Owner Trust 2000-F1 notes, Participating Interests and Owner Trust Certificates dated _____, 2009.

"Single Purpose Entity" means a business trust, corporation, limited partnership, or limited liability company (for purposes of this definition, the "ENTITY") which, at all times since its formation and thereafter for so long as any of the Secured Obligations remain outstanding and not discharged in full:

(1) was and will be organized solely for the purpose of owning the Pledged Collateral and performing and complying with the Defeasance Documents, and has not and will not engage in any business unrelated to such purposes;

(2) has not and will not have any assets other than the Pledged Collateral;

(3) has not and will not transfer, convey, grant, assign or pledge or permit the transfer, conveyance, granting, assignment or pledge of any of its assets or any interest therein, other than pursuant to the Defeasance Documents;

(4) has not and will not fail to correct any misunderstanding by a third party regarding the separate identity of such Entity when such Entity is aware of such misunderstanding;

(5) has not permitted, cooperated with or sought involuntarily and will not permit, cooperate with or seek involuntarily the occurrence of any (a) bankruptcy, insolvency or reorganization petition or any relief under any laws relating to the relief from debts or the protection of debtors generally; (b) the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official; or (c) assignment for the benefit of creditors with respect to any beneficiary, partner or member of the Entity;

(6) has maintained and will maintain its accounts, books and records separate from any other person or entity;

(7) has maintained and will maintain its books, records, resolutions and agreements as official records;

(8) has not commingled and will not commingle its funds or assets with those of any other person or entity;

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- (9) has held and will hold its assets in its own name;
- (10) has conducted and will conduct its business in its name;
- (11) has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other person or entity;
- (12) has paid and will pay its own liabilities out of its own funds and assets;
- (13) has observed and will observe all trust, partnership, corporate or limited liability company formalities, as applicable;
- (14) has maintained and will maintain an arms-length relationship with its affiliates;
- (15) has and will have no obligations other than the obligations under the Defeasance Documents;
- (16) has not and will not assume any contingent obligations;
- (17) has not acquired and will not acquire obligations or securities of its beneficiaries, partners, members or shareholders (as the case may be);
- (18) has allocated and will allocate fairly and reasonably shared expenses with any affiliates, including, shared office space, and uses separate stationery, invoices and checks;
- (19) has not and will not pledge its assets for the benefit of any other person or entity other than to Pledgee pursuant to the Defeasance Documents;
- (20) has held and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other person or entity;
- (21) has not made and will not make loans to any other person or entity;
- (22) has not and will not identify its beneficiaries, partners, members or shareholders (as the case may be), or any affiliates of any of them as a division or part of it;

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(23) has not entered and will not enter into or be a party to, any transaction other than the transaction described in the Defeasance Documents;

(24) has paid and will pay the salaries of its own employees from its own funds,

(25) has maintained and will maintain adequate capital in light of its contemplated business operations,

(26) if such Entity is a limited liability company or limited partnership, then such Entity shall continue (and not dissolve) for so long as a solvent member or partner, as applicable, exists, and such Entity's organizational documents shall so provide;

(27) has expressly incorporated these Single Purpose Entity provisions, or materially similar provisions, into its organizational documents together with a provision requiring the prior written consent of the Pledgee to change, waive or amend any of such provisions for so long as the Secured Obligations remain outstanding; and

(28) will conduct its business so that the assumptions made with respect to such Entity in any "substantive non-consolidation" opinion letter delivered in connection with the defeasance transaction will continue to be true and correct in all respects.

In addition to the foregoing, for so long as any of the Secured Obligations remain outstanding and not discharged in full, such Entity will have an independent trustee, director or manager, or a trustee, general partner or manager that is a corporation that has among its directors an independent director, and the organizational documents for such Entity will provide that, without the unanimous consent of all trustees, managers, partners, or directors, including such independent trustee, director or manager, no person shall have authority on behalf of such Entity to:

(1) seek the dissolution or winding up, in whole or in part, of such Entity;

(2) 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;

(3) file a voluntary petition or otherwise initiate proceedings to have such Entity adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against such Entity, or file a petition seeking or consenting to reorganization or relief of such Entity as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to such Entity; or seek or consent to the appointment of any trustee, receiver, conservator, assignee,

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sequestrator, custodian, liquidator (or other similar official) of such Entity or of all or any substantial part of the properties and assets of such Entity, or make any general assignment for the benefit of creditors of such Entity, or admit in writing the inability of such Entity to pay its debts generally as they become due or declare or effect a moratorium on such Entity's debts or take any action in furtherance of any such action; or

(4) amend, modify or alter such provisions of such Entity's organizational documents.

In addition to the foregoing, for so long as any of the Secured Obligations remains outstanding and not discharged in full, the organizational documents for such Entity shall provide that no trustee, manager, general partner or director of such entity shall have authority to take any action in items (1) through (4) above without the written consent of the holder of the Defeasance Documents.

For purposes of this definition, the term "independent" shall mean, with respect to any individual director, trustee, managing member or general partner, not being at the time of appointment as such director, trustee, managing member or general partner of any Entity, at any time after such appointment, or at any time in the five (5) years preceding such appointment:

(a) a director, officer, manager (except in the capacity of an independent manager or director), contractor or employee of (or otherwise in service to) such Entity or any of its subsidiaries or Affiliates;

(b) a significant advisor or consultant to such Entity or any of its subsidiaries or Affiliates (and is not affiliated with a company or firm that is such an advisor or consultant);

(c) a customer, supplier or creditor of such Entity or any of its subsidiaries or Affiliates or affiliated with a significant customer, supplier or creditor of such Entity or any of its subsidiaries or Affiliates;

(d) affiliated with a company of which such Entity or any of its subsidiaries or Affiliates is a significant customer, creditor or supplier;

(e) a party to significant personal service contract(s) with such Entity or any of its subsidiaries or Affiliates;

(f) affiliated with a tax exempt entity that receives significant contributions from such Entity or any of its subsidiaries or Affiliates;

(g) a direct or indirect legal or beneficial owner in such Entity or any of its Affiliates;

(h) a spouse, parent, sibling or child of any person described by (a) through (g);

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(i) in receipt of directly or indirectly, any income from such Entity or any of its Affiliates, other than commercially reasonable independent director's or independent manager's fees; and

(j) in control, directly, indirectly or otherwise, of such Entity or any of its Affiliates or any creditor, supplier, employee, officer, director, manager or contractor of such Entity or its Affiliates.

A natural person who satisfies the foregoing definition other than subparagraph (c) shall not be disqualified from servicing as an independent manager if such individual is an independent manager provided by a nationally-recognized company that provides professional independent directors and other corporate services in the ordinary course of its business or has otherwise been approved by the applicable Rating Agencies (a "PROFESSIONAL INDEPENDENT MANAGER"). A natural person who otherwise satisfies the foregoing definition other than subparagraph (a) by reason of being the independent manager of a Special Purpose Entity affiliated with such Entity shall not be disqualified from servicing as an independent manager if such individual is (i) a Professional Independent Manager and (ii) the fees that such individual earns from servicing as independent manager or director of Affiliates (as defined below) of such Entity constitute in the aggregate less than five percent (5%) of such individual's annual income. For purposes of this paragraph, a "SPECIAL PURPOSE ENTITY" is an entity whose organizational documents contain restrictions on its activities and impose requirements intended to preserve such entity's separateness that are substantially similar to the special purpose provisions of such Entity's organizational documents.

For purposes of this definition, the term "AFFILIATE" means any person or entity controlling or controlled by or under common control with such Entity, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any shareholder, member or employee of such Entity, or any Affiliate thereof, and (ii) any person which receives compensation for administrative, legal or accounting services from such Entity or any Affiliate. For purposes of this Certificate, "control" when used with respect to any specified entity, means the ownership of greater than fifty percent (50%) of the ownership interests of such entity and/or the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting interests, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.