

A9500000269

Broad And Cassell
Requestor's Name

P.O. Box 4961
Address

Orlando, FL 32802-4961
City/State/Zip Phone #

100002479491--8
-04/06/98-01031--005
*****52.50 *****52.50

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- Arbor Groves Housing Partners II Ltd.
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #) CM
- _____
(Corporation Name) (Document #)

- Walk in Pick up time _____ Certified Copy
 Mail out Will wait Photocopy Certificate of Status

SECRETARY OF STATE
TALLAHASSEE
FLORIDA
98 APR -6 PM 1:52
FILED

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

CERTIFICATE OF CANCELLATION

OF

ARBOR GROVES HOUSING PARTNERS II, LTD.

A95-269

98 APR -6 PM
SECRETARY OF FLORIDA
TALLAHASSEE, FLORIDA
FILED

The undersigned, general partner of Arbor Groves Housing Partners II, Ltd., a Florida limited partnership (the "Partnership"), pursuant to Section 620.113 of the Florida Revised Uniform Limited Partnership Act (1986), hereby submits the following:

1. The name of the limited partnership is ARBOR GROVES HOUSING PARTNERS II, Ltd.
2. The date of filing of the certificate of limited partnership was February 27, 1995.
3. The reason for filing the certificate of cancellation is that the Partnership is no longer conducting affairs in the State of Florida which requires the continuance of the Partnership.

The undersigned has hereunto set his hand and seal this 31st day of March, 1998.

GENERAL PARTNER:

CED CAPITAL HOLDINGS IV B, INC., a Florida corporation

By: Harriet Ginsburg **
Harriet Ginsburg, President

** By: Alan H. Ginsburg
Alan H. Ginsburg as Attorney In Fact
Under that Certain Durable Power of Attorney
dated March 16, 1998 on behalf of Harriet Ginsburg,
attached hereto as Exhibit "A"

EXHIBIT "A"

Prepared By and Return To:

Leigh Ann Murvin, Esquire
Broad and Cassel
390 North Orange Avenue
Suite 1100
Orlando, Florida 32801

FILED
98 APR -6 PM 1:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
For Recording Purposes Only

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, HARRIET GINSBURG, the undersigned, whose address is 1551 Sandspur Road, Maitland, Florida 32751, do hereby make, constitute and appoint ALAN H. GINSBURG, whose address is 1551 Sandspur Road, Maitland, Florida 32751, my true and lawful attorney-in-fact for me and in my name, place and stead, and on my behalf, and for my use and benefit:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter acquire, the legal right, power or capacity to exercise or perform, in connection with, arising from or relating to any person, item, transaction, thing, business property, real or personal, tangible, or matter whatsoever.

2. To lease, purchase, sell, and exchange and to contract for same, and to accept, take, receive and possess any real or personal property whatsoever, tangible or intangible, or interest therein, on such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper.

3. To contract with respect to, and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgages, deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions and under such covenants, as said attorney-in-fact shall deem proper, in his sole discretion.

4. To make, receive, sign, endorse, execute, acknowledge, deliver and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, financing statements, bills of sale, leases, mortgages assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in or certificates of deposit of, banks, savings and loans, credit unions, or other financial institutions or associations, proofs of loss, evidences of debts, releases, and satisfactions of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper, in his sole discretion, in the exercise of the rights and powers herein granted.

5. To make, sign, endorse, execute, acknowledge and deliver any and all documents and instruments necessary or desirable in connection with the bond financing of the multi-family low income housing project known as Brandon Crossing Apartments, located in Hillsborough County, Florida, more particularly described as the Multifamily Housing Revenue Bonds (Brandon Crossing Apartments Project) 1998 Series A, issued or to be issued by the Housing Finance Authority of Hillsborough County, Florida, in favor of Brandon Crossing Partners, Ltd., a Florida limited partnership, including, without limitation, those documents and instruments identified on Schedule A attached hereto and incorporated herein by this reference;

6. To make qualified disclaimers in my name and on my behalf;

7. To do, take and perform all and every act and thing whatsoever requisite, proper or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue of this Durable Power of Attorney and the rights and powers herein granted and any part hereon in good faith shall be released from all consequences thereof. Specifically, this Durable Power of Attorney shall continue in full force and effect as to any person, corporation or financial institution to whom it is delivered until I have delivered to such party specific written revocation hereof;

8. The rights, powers and authority of said attorney-in-fact herein granted shall commence and be in full force and effect as of 8:00 a.m., E.S.T., on the date hereof, and such rights, powers and authority shall remain in full force and effect thereafter until such power terminates by virtue of my death or the recordation in the Public Records of Hillsborough County, Florida of a revocation of this Durable Power of Attorney, executed by me, and by no other method. This Durable Power of Attorney is granted to my husband under and pursuant to §709.08 Florida statutes, and is nondelegable except as permitted by §709.08(7)(a)(1), Florida Statutes. This Durable Power of Attorney is not affected by subsequent incapacity of the principal except as provided in §709.08, Florida Statutes.

The attorney-in-fact is not liable for any acts or decisions made by him in good faith and pursuant to the terms of this Durable Power of Attorney.

The attorney-in-fact may exercise the authority granted under this Durable Power of Attorney until the principal dies, revokes this Durable Power of Attorney, or is adjudicated totally or partially incapacitated by a court of competent jurisdiction, unless the court determines that certain authority granted by the Durable Power of Attorney is to remain exercisable by the attorney-in-fact.

If any person or entity initiates proceedings in any court of competent jurisdiction to determine the principal's incapacity, the authority granted under this Durable Power of Attorney will be suspended after notice as required by §709.08(3)(c)(1), Florida Statutes. The Durable Power of Attorney will be reinstated if the petition is dismissed or withdrawn.

If an emergency arises after initiation of proceedings to determine incapacity and before adjudication regarding the principal's capacity, the attorney-in-fact may petition the court, as provided in §709.08(3)(c)(2), Florida Statutes, for authorization to exercise any power granted under this Durable Power of Attorney.

Any third party may rely upon the authority granted in this Durable Power of Attorney until the third party has received notice of revocation pursuant to §709.08(5), Florida Statutes.

Until a third party has received notice of revocation pursuant to §709.08(5), Florida Statutes, partial or complete termination of this Durable Power of Attorney by adjudication of incapacity, suspension by initiation of proceedings to determine incapacity, death of the principal, or the occurrence of an event referenced in this Durable Power of Attorney, the third party may act in reliance upon the authority granted in this Durable Power of Attorney. A third party that has not received written notice pursuant to §709.08(5), Florida Statutes, may, but need not, require that the attorney-in-fact execute an affidavit stating that there has been no revocation, partial or complete termination, or suspension of this Durable Power of Attorney at the time the power of attorney is exercised.

This Durable Power of Attorney applies to any interest and property owned by the principal, including, without limitation, the principal's interest in all real property, including homestead real property; all personal property, tangible or intangible; all property held in any type of joint tenancy, including a tenancy in common, joint tenancy with right of survivorship, or a tenancy by the entirety; all property over which the principal holds a general, limited, or special power of appointment; choses in action; and all other contractual or statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding for which the principal is or may become entitled.

In any judicial action concerning this Durable Power of Attorney, including, but not limited to, the unreasonable refusal of a third party to allow an attorney-in-fact to act pursuant to this Durable Power of Attorney, and challenges to the proper exercise of authority by the attorney-in-fact, the prevailing party is entitled to damages and costs, including reasonable attorneys fees.

LIMITATION OF POWERS

Notwithstanding the provisions of this Durable Power of Attorney, my attorney-in-fact may not:

1. Vote in any public election on my behalf;
2. Execute or revoke any will or codicil or trust for me;
3. Create, amend, modify or revoke any document or other disposition effective at my death; or
4. Exercise powers and authority I may have as trustee or court-appointed fiduciary.

For Recording Purposes Only

IN WITNESS WHEREOF, I have signed this instrument on this 16th day of March, 1998.

Harriet Ginsburg
HARRIET GINSBURG Principal

Janie Wilkerson
Witness #1 Signature

Janie Wilkerson
Witness #1 Printed Name

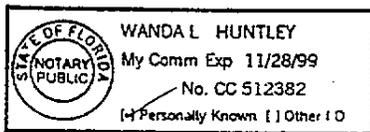
Cecile O. Fite
Witness #2 Signature

Cecile O. Fite
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of March, 1998, by **HARRIET GINSBURG**, the Principal, and Janie Wilkerson and Cecile O. Fite, as attesting witnesses, each of whom is either personally known to me or has produced the type of identification indicated to the left of their respective signatures.

Wanda L. Huntley
Notary Public
Print Name: Wanda L. Huntley
My Commission Expires:



ACCEPTANCE

I, ALAN H. GINSBURG, the Attorney-in-Fact of the Principal who executed the foregoing Durable Power of Attorney accept said appointment as said Attorney-in-Fact.

ALAN H. GINSBURG, Attorney-in-Fact

Dean C. Price II
Witness #1 Signature

Dean C. Price II
Witness #1 Printed Name

W. Scott Cooper
Witness #2 Signature

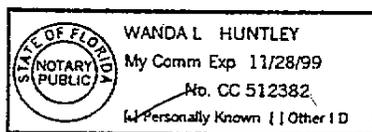
W. Scott Cooper
Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16th day of March, 1998, by ALAN H. GINSBURG, the Attorney-in-Fact, and Dean C. Price II and W. Scott Cooper; as attesting witnesses, each of whom is either personally known to me or has produced the type of identification indicated to the left of their respective signatures.

Wanda L. Huntley
Notary Public
Print Name: Wanda L. Huntley
My Commission Expires: _____



SCHEDULE A

BRANDON CROSSING PARTNERS, LTD.

Partnership and Equity Documents

1. Equity Commitment Letter from NationsBank Community Development Corporation
2. First Amended and Restated Agreement of Limited Partnership of Brandon Crossing Partners, Ltd. dated as of March 9, 1998
3. Incentive Management Agreement
4. Unconditional Construction Completion Guaranty Agreement with CED Construction, Inc.
5. Unconditional Construction Completion Guaranty Agreement with Alan H. Ginsburg and Harriet Ginsburg
6. Unconditional Construction Completion Guaranty Agreement with Associated Housing Development Partners V, Ltd.
7. Unconditional Construction Completion Guaranty Agreement with CED Construction Partners, Ltd.
8. Operating Deficit Guaranty Agreement with CED Construction, Inc.
9. Operating Deficit Guaranty Agreement with Alan H. Ginsburg and Harriet Ginsburg
10. Operating Deficit Guaranty Agreement with Associated Housing Development Partners V, Ltd.
11. Operating Deficit Guaranty Agreement with CED Construction Partners, Ltd.
12. UCC-1 Financing Statement
13. Management Agreement
14. Addendum to Management Agreement
15. Development Agreement
16. Taxpayer Election of Applicable Percentage
17. Application for Registration of Fictitious Name
18. Contractor Agreement
19. Addendum to Contractor Agreement
20. Supplemental Affidavit of Capital Contributions
21. Securities Law Certification of General Partner
22. Bridge Loan Note
23. Loan Agreement for Bridge Loan
24. Deed to Limited Partner
25. Any and all other documents, agreements or instruments in connection with the foregoing.

AmSouth Credit Enhancer Documents

1. Reimbursement Agreement
2. Irrevocable Transferable Letter of Credit
3. Collateral Agreement
4. Assignment of Mortgage Loan
5. Multifamily Note
6. Special Rider to Multifamily Note
7. Pledge, Securities and Custody Agreement
8. Assignment and Amended and Restated Assignment of Mortgage Note
9. AmSouth Commitment
10. Any and all other documents, agreements or instruments in connection with the foregoing.

Bond Counsel Documents

1. Trust Indenture
2. Financing Agreement
3. Land Use Restriction Agreement
4. Borrower's Tax and Non-Arbitrage Certification
5. Gross Rent Floor Election
6. Any and all other documents, agreements or instruments in connection with the foregoing.

Bond Sale Documents

1. Preliminary Official Statement
2. Remarketing Agreement
3. Bond Purchase Agreement
4. Final Official Statement
5. Any and all other documents, agreements or instruments in connection with the foregoing.

Real Estate Documents

1. Environmental Indemnity
2. Absolute and Unconditional Guaranty of Completion
3. Continuing, Absolute and Unconditional Guaranty of Recourse Obligations
4. Any and all other documents, agreements or instruments in connection with the foregoing.

HOME Loan Documents

1. Contract between Hillsborough County and Brandon Crossing Partners, Ltd.
2. Loan Agreement
3. Promissory Note
4. Mortgage to Secure Loan for HOME funding Project
5. Rental Regulatory Agreement
6. Collateral Assignment of Leases, Rents and Licenses
7. UCC-1 Financing Statements (including all appropriate riders)
8. Declaration of Restrictive Covenants
9. Any and all other documents, agreements or instruments in connection with the foregoing.

This Schedule to Power of Attorney shall be deemed to include any and all other documents or agreements generated in connection with any secondary financing that may be deemed necessary by the principals of Brandon Crossing Partners, Ltd., which shall include, but not be limited to, SAIL Loan Financing, SHIP Loan Financing, and HOME Loan Financing.