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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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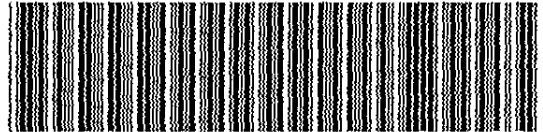
(Business Entity Name)

(Document Number)

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EFFECTIVE DATE
9/8/03



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 240160 83930A

AUTHORIZATION :

COST LIMIT : \$ 160.00

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TALLAHASSEE, FLORIDA
EFFECTIVE DATE
9/8/03

ORDER DATE : September 12, 2003

ORDER TIME : 12:15 PM

ORDER NO. : 240160-005

CUSTOMER NO: 83930A

CUSTOMER: Ms. Linda Lacertosa
Frazier Hotte & Associates, Pa

Suite 826
2400 East Commercial Boulevard
Ft. Lauderdale, FL 33308

DOMESTIC FILING

NAME: CRYSTAL LAKE AT ORLANDO, LLC

EFFECTIVE DATE: SEPTEMBER 8, 2003

XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Troy Todd - EXT. 1140

EXAMINER'S INITIALS: _____

**ARTICLES OF ORGANIZATION FOR
FLORIDA LIMITED LIABILITY COMPANY**

CRYSTAL LAKE AT ORLANDO, LLC

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**ARTICLE I
NAME**

The name of the Limited Liability Company is CRYSTAL LAKE AT ORLANDO, LLC.

**ARTICLE II
ADDRESS**

The mailing address and street address of the principal office of the Limited Liability Company is 2400 East Commercial Boulevard, Suite 826, Fort Lauderdale, Florida 33308.

**ARTICLE III
MANAGEMENT**

The Limited Liability Company is to be managed by one or more of the members and the name and address of the initial managing member is: Harvey D. Friedman, 3636 West Flagler Street, Miami, Florida 33135.

**ARTICLE III
EFFECTIVE DATE**

The effective date of this Limited Liability Company is as of September 8, 2003.

**ARTICLE IV
PURPOSE**

The business and purpose of Crystal Lake at Orlando, LLC, a Florida limited liability company (the "Company") shall consist solely of the acquisition, ownership, operation and management of the real estate project known as Crystal Lake Plaza, located at the SW corner of Curry Road and Crystal Lake, Orlando, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith and to enter into a loan assumption transaction with State Street Bank and Trust Company, as Trustee for the registered holders of J.P. Morgan Commercial Mortgage Finance Corp., Mortgage Pass-Through Certificates, Series 1999-C8 (together with its successors and assigns, the "Lender"), in which the Company shall assume a loan that was given in the original principal amount of \$2,250,000.00 (the "Loan").

Further, so long as the Loan shall be outstanding and not repaid in the full, the Company 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 prior written consent; (d) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the State of Florida, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the Company's Operating Agreement and the Articles of Organization or similar organization documents; (e) own any subsidiary or make any investment in, any person or entity without the prior written consent of Lender; (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 ~~Loan Debt~~, excepting trade payables (which must be paid when due) incurred by the Company in the ordinary course of its business of owning and operating the Property; (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 the Company, the affiliates of a general partner or managing member of the Company, and any other person or entity; (i) enter into any contract or agreement with any member, principal or affiliate of the Company, any guarantor or any indemnitor, or any general partner, 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 the Company, any guarantor or any 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 the Company; (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 the Company, 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 the Company is responsible for the debts of any third party (including any general partner, managing member, shareholder, principal or affiliate of the Company, 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 V
REGISTERED AGENT, REGISTERED OFFICE
& REGISTERED AGENT'S SIGNATURE

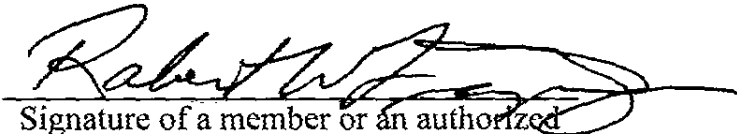
The name and the Florida street address of the registered agent are:

ROBERT W. FRAZIER, JR., ESQ.
FRAZIER, HOTTE & ASSOCIATES, P.A.
2400 East Commercial Boulevard, Suite 826
Fort Lauderdale, Florida 33308

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TALLAHASSEE, FLORIDA
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9/18/03

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED LIMITED LIABILITY COMPANY 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 AS PROVIDED FOR IN CHAPTER 608, F.S.


Resident Agent's Signature


Signature of a member or an authorized
representative of a member

(In accordance with §608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true)

Robert W. Frazier, Jr., Esq., authorized representative
Typed or Printed name of signee

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