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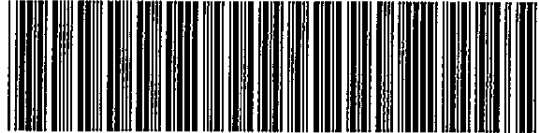
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J. BRYAN JAN 10 2005



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 131463 10250A

AUTHORIZATION :

Patricia Pigato

COST LIMIT : \$ 130.00

ORDER DATE : January 7, 2005

ORDER TIME : 3:48 PM

ORDER NO. : 131463-005

CUSTOMER NO: 10250A

CUSTOMER: Ms. Debbie Powley
Vogel Law Office

3936 Tamiami Trail North
Midwest Title Building
Naples, FL 34103-3592

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TALLAHASSEE, FLORIDA

DOMESTIC FILING

NAME: 2180 WEST FIRST PARTNERS, LLC

EFFECTIVE DATE:

ARTICLES OF INCORPORATION
CERTIFICATE OF LIMITED PARTNERSHIP
XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
XX PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Darlene Ward - EXT. 2935

EXAMINER'S INITIALS: _____

**ARTICLES OF ORGANIZATION
OF
2180 WEST FIRST PARTNERS, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

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**ARTICLE I
NAME**

The name of the Limited Liability Company (the "Company") is: 2180 West First Partners, LLC

**ARTICLE II
ADDRESS**

The mailing address and the street address of the principal office of the Company is: 4099 Tamiami Trail North, Suite 305, Naples, Florida 34103.

**ARTICLE III
DURATION**

Subject to the terms of the Loan (as hereinafter defined), the period of duration of the Company shall be perpetual or until dissolved in a manner provided by law or as provided in the Operating Agreement of the Company.

**ARTICLE IV
PURPOSE**

The sole purpose for which the Company is formed is to own, manage and operate the property located at 2180 West First Street, Fort Myers, Florida 33901, commonly known as "West First Street" (the "Property").

**ARTICLE V
MANAGEMENT**

The Limited Liability Company is to be managed by a Manager and the name and address of such Manager who is to serve as Manager until a successor(s) is elected and qualified is:

Asa W. Candler, III
4099 Tamiami Trail North, #305
Naples, Florida 34103

James W. Field
4099 Tamiami Trail North, #307
Naples, Florida 34103

**ARTICLE VI
PROHIBITIONS**

A. The Company's ability to incur indebtedness is limited to incurring (1) the indebtedness in that certain Promissory Note dated November 22, 1999 (the "Note") in favor of GMAC Commercial Mortgage Corporation, a California corporation, in the original principal amount of \$1,195,000.00, secured by a first mortgage lien (the "Loan"), assigned to NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, as Trustee for the Registered Holders of SALOMON BROTHERS MORTGAGE SECURITIES VII, INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2000-C1 ("Lender") by and through GMAC Commercial Mortgage Corporation, as Master Servicer and Special Servicer, and (2) liabilities in the ordinary course of business relating to the ownership and operation of the property located at the Property.

B. The Company (and, as applicable, its members and affiliates) shall not engage in or cause its dissolution, liquidation, consolidation, merger or asset sale, or amendment to its Articles of Organization as long as the Loan is outstanding.

ARTICLE V ADMISSION OF ADDITIONAL MEMBERS

Upon approval by 51% of the Members, the Company is authorized to issue additional Units in the company and to admit Additional Members to the Company.

ARTICLE VI MEMBERS' RIGHTS TO CONTINUE BUSINESS

The remaining members of the Company shall have the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Company.

ARTICLE VII COVENANTS WITH RESPECT TO INDEBTEDNESS; OPERATIONS AND FUNDAMENTAL CHANGES OF THE COMPANY

So long as the Loan in favor of Lender is still outstanding, the Company:

- (a) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;
- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the Company or any affiliate of any such general partner, principal, or member of the Company, 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 an affiliate;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;
- (e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Company, or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) has done or will cause to be done and will do all things necessary to preserve its existence as a limited liability company, and will not, nor will any manager or member, amend, modify or otherwise change its operating agreement, certificate or articles of organization, or regulations, in a manner which adversely affects the Company's, or any such member's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (h) will conduct and operate its business as presently conducted and operated;

- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) will be, and at all times hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);
- (k) will file its own tax returns;
- (l) will 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;
- (m) will not, nor will any manager, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Company;
- (n) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (o) will not commingle the funds and other assets of the Company with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (q) has, and any manager or operating member of the Company has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Company, the Company shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

These Articles are executed this 1st day of January, 2005 by an undersigned Member of the Company, pursuant to Florida Limited Liability Company Act, Florida Statute §608.401 et seq.

MEMBER:
West First Properties Group, LLC
a Florida limited liability company

By: 
Asa W. Candler, III
Managing Member

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**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**


Pursuant to the provisions of section 608.415 pr 608.507, florida statutes, the undersigned limited liability company submits the following statement in designating the registered agent/registered office in the state of Florida:

The name of the Limited Liability Company is: 2180 West First Partners, LLC

The name and address of the registered agent and office is:

Asa W. Candler, III
4099 Tamiami Trail North, Suite 305
Naples, Florida 34103

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.


Asa W. Candler, III
Registered Agent
Date: 1.7.05

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