

PO1000108334

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

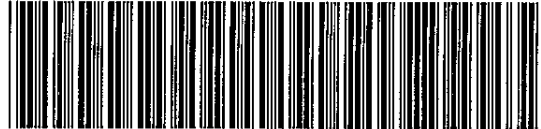
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900012552579

FILED
MAR -5 10:37
TALLAHASSEE, FLORIDA

FILED
2003 MAR -5 AM 10:19
TALLAHASSEE, FLORIDA

C. Coulllette MAR 05 2003

ACCOUNT FILING COVER SHEET

ACCOUNT NUMBER: 0721 00000 307

REFERENCE: _____
(Sub Account)

DATE: 3-5

REQUESTOR NAME: Attorneys Title

ADDRESS: _____

TELEPHONE: () (222-2785) ext ()

CONTACT NAME: Barbara Keys

CORPORATION NAME: Atium General Partner Inc

DOCUMENT NUMBER: _____
(if applicable)

AUTHORIZATION: Barbara Keys

☒ CERTIFIED COPY (1-9)
☒ CERTIFICATE OF STATUS (1-9)
☐ PLAIN STAMPED COPY

() Call When Ready
() Walk In
() Mail Out

() Call if Problem
() Will Wait

() After 4:30
() Pick Up

ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, FL 32308

City/St/Zip

850-222-2785

Phone #

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

1- ATRIUM GENERAL PARTNER, INC.

2-

3-

4-

☒ Walk-in

☐ Pick-up time ASAP

☒ Certified Copy

☐ Mail-out

☐ Will wait

☐ Photocopy

☒ Certificate of Status

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

AMENDMENTS	
<input checked="" 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

**ARTICLES OF AMENDMENT AND RESTATEMENT
OF
ARTICLES OF INCORPORATION
OF
ATRIUM GENERAL PARTNER, INC.**

FILED
2003 MAR -5 AM 10:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Chapter 607.1003, *Florida Statutes* (the "Corporation Act"), and pursuant to the resolution of all directors and all shareholders attached, the Articles of Incorporation of ATRIUM GENERAL PARTNER, INC., a Florida corporation (the "Corporation"), filed with the Florida Secretary of State, Tallahassee, Florida, on November 9, 2001, are hereby amended and restated by replacing the existing Articles of Incorporation in their entirety with the following:

**Article I
Name**

The name of the Corporation shall be ATRIUM GENERAL PARTNER, INC.

**Article II
Principal Place of Business**

The principal place of business of the Corporation is c/o Jaymor Group, Units 9 and 10, 105 West Beaver Creek, Richmond Hill, Ontario, Canada L4B 1C6.

**Article III
Purpose**

The Corporation's business and purpose shall consist solely of the following:

(a) To acquire a general partnership interest in and act as the general partner of ATRIUM PROJECT PARTNERSHIP, LTD. (the "Partnership"), which is engaged solely in the ownership, operation and management of the real estate project known as The Atrium Apartments, located in Daytona Beach, Volusia County, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and the Partnership's Certificate of Limited Partnership; and

(b) to engage in such other lawful activities permitted to corporations by the General Corporation Laws of the State of Florida as are incidental to the foregoing, including the management of the Property.

Article IV Limitations

Notwithstanding any other provision of these Articles and any provision of law that otherwise empowers the Corporation and so long as any obligations secured by a first priority mortgage incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the unanimous consent of the Board of Directors, the Corporation shall not do any of the following:

(a) engage in any business or activity other than those set forth in Article III or cause or allow the Partnership to engage in any business activity other than as set forth in its Certificate of Limited Partnership;

(b) incur any debt secured or unsecured, direct or contingent (including guaranteeing any obligation);

(c) cause the Partnership to incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;

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

(e) cause the Partnership or the Corporation to merge into or consolidate with any Person 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;

(f) file a voluntary petition or otherwise initiate proceedings to have the Partnership or the Corporation adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership or the Corporation, or file a petition seeking or consenting to reorganization or relief of the Partnership or the Corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership or the Corporation; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or the Corporation or of all or any substantial part of the properties and assets of the Partnership or the Corporation, or make any general assignment for the benefit of creditors of the Partnership or the Corporation, or admit in writing the inability of the Partnership

or the Corporation to pay its debts generally as they become due or declare or effect a moratorium on the Partnership or the Corporation debt or take any action in furtherance of any such action; or

(g) amend these Articles of Incorporation or approve an amendment to the Certificate of Limited Partnership governing the Partnership; or

(h) withdraw as a general partner of the Partnership.

In addition to the foregoing, so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Corporation shall not without the written consent of the holder the Security Instrument, take any action set forth in items (a) through (e) and items (g) and (h).

Article V Capital Stock

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time is 1,000 shares of common stock having One Dollar (\$1.00) par value per share.

Article VI Address

The street address of the registered office of the Corporation is 369 N. New York Avenue, 3rd Floor, Winter Park, Florida 32789, and the name of the current registered agent of the Corporation at that address is J. Lindsay Builder, Jr.

Article VII Term of Existence

This Corporation is to exist perpetually.

Article VIII Preemptive Rights

Every shareholder upon the sale for cash of any new stock of this Corporation and of the same kind, class or series as that which he already holds will have the right to purchase his pro rata share thereof at the price at which it is offered to others.

Article IX Directors

This Corporation will have two (2) directors. The names and street addresses of the members of the Board of Directors are:

Fabrizio Lucchese	c/o Jaymor Group Units 9 and 10 105 West Beaver Creek Richmond Hill, Ontario Canada L4B 1C6
-------------------	---

William P. Myers	c/o Jaymor Group Units 9 and 10 105 West Beaver Creek Richmond Hill, Ontario Canada L4B 1C6
------------------	---

Article X Officers

The names and addresses of the officers of the Corporation who shall hold office until their successors are elected or appointed are:

Fabrizio Lucchese c/o Jaymor Group Units 9 and 10 105 West Beaver Creek Richmond Hill, Ontario Canada L4B 1C6	President/Treasurer
--	---------------------

William P. Myers c/o Jaymor Group Units 9 and 10 105 West Beaver Creek Richmond Hill, Ontario Canada L4B 1C6	Vice President/Secretary
---	--------------------------

Article XI Separateness/Operations Matters

The Corporation has not and shall not:

(a) acquire or own any material asset other than (i) its general partnership interest in the Partnership, and (ii) such incidental personal property as may be necessary for the ownership of such general partnership interest;

(b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of these Articles of Incorporation, or its By-Laws;

(c) own any subsidiary or make any investment in or acquire the obligations or securities of any other Person without the consent of the holder of the Security Instrument;

(d) commingle its assets with the assets of any of its principal(s), Affiliates, or of any other Person or transfer any assets to any such Person other than distributions on account of equity interests in the Corporation permitted by the Security Instrument and properly accounted for;

(e) allow any Person to pay its debts and liabilities [except for a Guarantor or Indemnitor (as defined in the Security Instrument)] or fail to pay its debts and liabilities solely from its own assets;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and Affiliates of the Partnership or the Corporation, the Affiliates of a partner or member of the Partnership or the Corporation and any other Person or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Partnership;

(g) enter into any contract or agreement with any partner, member, principal or Affiliate of the Partnership or the Corporation or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, 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 partner, member, principal or Affiliate of the Partnership or the Corporation, as the case may be, any guarantor or any partner, member, principal or Affiliate thereof;

(h) fail to correct any known misunderstandings regarding the separate identity of the Partnership or the Corporation;

(i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another Person or allow any Person to hold itself out to be responsible or pledge its

assets or credit worthiness for the debts of the Corporation [except for a Guarantor or Indemnitor (as defined in the Security Instrument)];

(j) make any loans or advances to any third party, including any partner, member, principal or Affiliate of the Partnership or the Corporation, or any partner, member, principal or Affiliate thereof;

(k) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;

(l) fail either to hold itself out to the public as a legal entity separate and distinct from any other 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 Partnership or the Corporation is responsible for the debts of any third party (including any partner, member, principal or Affiliate of the Partnership or the Corporation or any partner, member, principal or Affiliate thereof);

(m) fail to allocate fairly and reasonably among the Partnership and the Corporation and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(n) allow any Person to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(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;

(p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or Affiliate of the Partnership or the Corporation, (ii) any Affiliate of a partner, member or Affiliate of the Partnership or the Corporation, or (iii) any other Person or allow any Person to identify the Corporation as a department or division of that Person; or

(q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Corporation or the creditors of any other Person.

Article XII

Subordination of Indemnification Provisions

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Corporation arising under these Articles, the Bylaws or the laws of the State of Florida shall be fully

subordinate to any obligations of the Corporation arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Corporation to the extent of, and shall be paid by the Corporation in monthly installments only from, the Corporation's pro rata share in distributions by the Partnership of the excess of net operating income of the Partnership for any month over all amounts then due under the Security Instrument and the other Loan Documents.

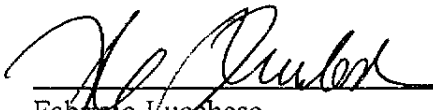
Article XIII Definitions

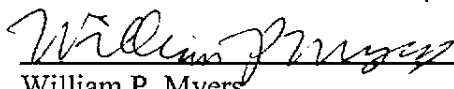
For purposes of these Articles of Incorporation, the following terms will have the following meanings:

(a) "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 partner 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.

(b) "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.

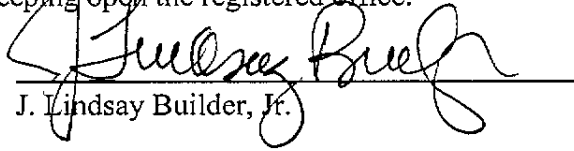
The foregoing amendment was adopted by the Corporation on the 28th day of February, 2002.


Fabrizio Lucchese
Director and Shareholder / Pres. / Tres.


William P. Myers
Director and Shareholder / V.P. / Sec.

**ACKNOWLEDGMENT AND ACCEPTANCE
OF REGISTERED AGENT**

Having been named as the registered agent for ATRIUM GENERAL PARTNER, INC., for the purpose of accepting service of process at the registered office designated above, I hereby accept such appointment and agree to act in such capacity. I agree to comply with the provisions of the sections of the Florida Statutes relative to keeping open the registered office.

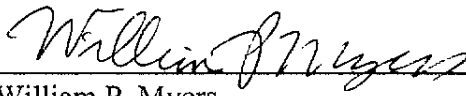

J. Lindsay Builder, Jr.

**RESOLUTION OF CORPORATE BOARD AND SHAREHOLDERS
CERTIFIED COPY
ATRIUM GENERAL PARTNER, INC.**

I HEREBY CERTIFY that I am the duly elected and qualified Secretary of ATRIUM GENERAL PARTNER, INC., a Florida corporation (the "Corporation"), and the keeper of the records and corporate seal of the Corporation; that the following is a true and correct copy of the resolution duly adopted by Consent of the Directors and Shareholders of the Corporation on February 28, 2003, in accordance with its Bylaws, and that the same is now in full force and effect.

The Board of Directors and Shareholders hereby resolve to amend and restate the Articles of Incorporation of the Corporation by executing and filing with the Department of State of the State of Florida the Articles of Amendment and Restatement of the Articles of Incorporation to which this Resolution is attached.

IN WITNESS WHEREOF, I have hereunto affixed my name as the Secretary and have caused the corporate seal of the Corporation to be hereto affixed this 28th day of February, 2003.



William P. Myers