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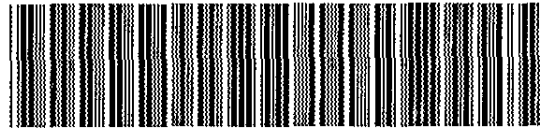
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TALLAHASSEE, FLORIDA

Court ordered
D. 55.

No fee
(8)

December 29, 2003

Susan Payne
Department of State
Division of Corporations
Box 6327
Tallahassee, FL 32314

Dear Ms Payne:

In accordance with our telephone conversation, enclosed are:

1. Certified copy of a court order dated February 7, 2000, providing for the judicial dissolution of the corporation, Marketing Productions, Inc. effective December 31 1999.
2. Articles of Incorporation, designation of registered agent, and a check for \$87.50 to incorporate a new corporation with the name Marketing Productions, Inc.

Please call me at 727 895 8200 if there are any questions.

Thank you for your assistance.

Sincerely,


Cordell Jeffrey

FROM: Cordell Jeffrey
Name (Printed or typed)
350 2nd St. North #2
Address
St. Petersburg FL 33701
City, State & Zip
727 895 8200
Daytime Telephone number

IN THE CIRCUIT COURT IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

ROSALIND STECK WHITE, individually
and on behalf of MARKETING PRODUCTIONS,
INC. f/k/a MALL PRODUCTIONS, INC., a
Florida corporation,

Plaintiff,

vs.

CASE NO. 97-407-CI-15

JUNE L. WATTS and MARKETING PRODUCTIONS,
INC. f/k/a MALL PRODUCTIONS, INC., a
Florida corporation,

Defendant.

ORDER ON MOTION FOR APPOINTMENT OF RECEIVER
AND FOR JUDGMENT OF DISSOLUTION OF CORPORATION

THIS CAUSE having come on to be heard upon Defendant's, JUNE L. WATTS, Motion for Appointment of Receiver and for Judgment of Dissolution of Corporation and counsel for Defendant being present and counsel for Plaintiff being present, and the Court having heard argument of counsel and upon the record presented, including the evidence previously presented, the Court makes the following findings of fact:

1. MARKETING PRODUCTIONS, INC. (hereinafter "MPI") is a Florida corporation having its principal place of business in Pinellas County, Florida. MPI's sole officers, directors and shareholders, are ROSALIND STECK WHITE and JUNE L. WATTS. ROSALIND STECK WHITE and JUNE L. WATTS are each fifty percent (50%) shareholders.

2. This Court has jurisdiction over the parties and the subject matter of this lawsuit pursuant to Chapter 607.1430, et seq., Fla. Stat. (1999).

3. MPI is deadlocked in the management of the corporate affairs, and irreparable injury to the corporation is threatened or being suffered; and

4. The shareholders are deadlocked in voting power and have failed to elect successors to directors whose terms have expired or would have expired upon qualification of their successors.

5. This Court has authority to appoint a receiver to wind up and liquidate the corporation's business and affairs, and for the notification of claimants and resolution thereof of all claims as well as conducting an audit of the corporation's financial affairs.

6. The Court finds special circumstances supporting the appointment of JUNE L. WATTS, as Receiver, due to the absence of any potential persons to serve as Receiver and the lack of funds in the corporate accounts due to unauthorized expenditures by ROSALIND STECK WHITE.

Based upon the findings, it is hereby

ORDERED AND ADJUDGED as follows:

A. Defendant's Motion for Appointment of Receiver and for Judgment of Dissolution is hereby GRANTED.

B. The corporation, MPI, is hereby dissolved effective December 31, 1999, and the Clerk of the Court is directed to deliver a certified copy of this Order to the Department of State pursuant to Florida Statute §607.1433, adjudicating the corporation, MPI, as dissolved.

C. The Court hereby directs the winding up and liquidation of the corporation's business and affairs in accordance with §607.1405 and §607.1406, Fla. Stat.

D. JUNE L. WATTS is appointed Receiver (hereinafter called "Receiver") for MARKETING PRODUCTIONS, INC. (MPI) to serve for the winding up and liquidation of the corporation's business and affairs or until further order of this Court.

E. For purposes of the powers of the Receiver, the scope of the receivership created by this Order and the scope of the additional equitable relief granted by this Order, unless otherwise expressly stated, the word "corporation" when used herein shall mean MPI.

F. Immediately upon this Order becoming effective and continuing thereafter until further order of the Court, the Receiver shall exercise all of the powers of the corporation in place of the officers, the board of directors and the general manager, independent of any of the officers, directors or shareholders except as may be reflected in further orders of the Court, including orders entered pursuant to a stipulation by or on behalf of all of the respective parties. The Receiver shall manage the affairs of the corporation in the best interests of their shareholders, creditors and customers. The Receiver shall take all actions deemed necessary to preserve the assets of the corporation and manage all business and affairs of the corporation to allow them to wind up its business and liquidate its assets.

G. The parties and their agents, employees, representatives and attorneys and all persons, corporations or other entities now or hereafter in possession of the corporation's property, assets or any part thereof are directed to turn over or cause to be turned over to the Receiver the corporation's property, including but not limited to cash monies, keys, equipment, furniture, motor vehicles, cellular phones, office telephone systems, computer hardware and software, business ("corporate") credit cards, and all rents, income, issues, profits and revenues derived from the corporation's property, immediately as to all such property located at any business premises occupied or controlled

by the Defendants, and as to all other such property within forty-eight (48) hours. All property for which the corporation has paid or made substantially all of the payments shall be deemed the corporation's assets. The Receiver shall be entitled to receive and collect any and all accounts receivable, incoming rents, income issues, profits, deposits and revenues which are presently due and unpaid and which become due in the future.

H. No wages, salaries, benefits or other compensation, or debts, accounts, claims, advances, properties or other rights claimed by or on behalf of any party to this cause shall be paid or transferred during the pendency of this action except upon order of this Court, and the same shall remain in the possession of the Receiver pending further order of the Court.

I. The former Custodian and all parties shall immediately turn over or cause to be turned over to the Receiver all of the books and records relating to the corporation's business affairs and property, including but not limited to all books of accounts, bank accounts, security deposits, rent rolls, insurance policies, certificates of insurance, rent collection records, maintenance contracts, utility records, any necessary correspondence relating to all of the foregoing and all other instruments in writing concerning the business activities of the corporation's property. In the event any such books, records or other information regarding the corporation's business affairs or property is stored or resides on any computers or computer devices (including without limitation hardware, software, peripherals, memory or data storage devices, or media, backups, etc.) the Receiver may remove and take possession of those computers or computer devices and cause same promptly to be examined and reviewed by a computer or data processing specialist, service technician or firm to determine and review the contents thereof. All books, records or other information of the corporation shall be removed therefrom and reinstalled on the Receiver's separate computer devices, equipment or media,

following which the computers removed shall be returned to the person from whom they were taken. The Receiver and all persons assisting him in the foregoing procedure shall exercise all reasonable care to protect and preserve all other information and data (not pertaining to the corporation) stored or residing on the computer, and shall not copy or make any record of same.

J. All parties to this action, in particular the Plaintiff, ROSALIND STECK WHITE, shall fully cooperate in good faith with the Receiver in connection with her carrying out her duties as set forth in this Order.

K. Within ten (10) days of taking possession of the corporation's property, the Receiver shall file her Oath of Receiver with the Court. Within thirty (30) days of taking possession of the corporation's property and once each month thereafter, the Receiver shall file with the Court an inventory of all funds and assets in his possession and any and all obligations of the corporation's property, serving copies simultaneously upon the parties hereto (or their respective counsel).

L. The Receiver shall protect and conserve the corporation's property in her possession; maintain appropriate insurance thereon; endorse all checks and drafts now or hereafter made payable to the corporation concerning such accounts receivable, rents, income issues, profits and revenues; take possession (to the extent reasonably possible) of all deposits, leases, books, records, documents, customer lists and any and all other pertinent records; and perform all acts reasonably necessary to sequester the income of and to operate and manage the corporation's property, until the affairs are fully wound up.

M. The Receiver is authorized, directed and empowered to:

(1) Pay the corporation's expenses and indebtedness incurred and to be incurred by her in her capacity as Receiver and to borrow such monies as may be necessary to pay such

expenses and indebtedness incurred. Any funds remaining in the hands of the Receiver after payment of the expenses necessary to manage, operate, conserve, protect and defend the corporation's property, including accounts payable incurred by the Receiver subsequent to the date of this Order and costs of the Receivership, shall be held by the Receiver pending further order of this Court.

(2) Institute, prosecute, defend, negotiate, compromise, adjust, intervene or become a party to any claim, action, proceeding or controversy at law or in equity now or hereafter pending in any state or federal court or before any governmental department or agency, as may become necessary or appropriate to protect, maintain and preserve the corporation's property.

(3) Enter into any and all service, maintenance, management, consulting or construction contracts reasonably necessary to carry out the Receiver's duties herein upon such terms as are commercially reasonable with such persons or entities as the Receiver may select (which may include, at the Receiver's election, any person or entity with whom or which the corporation previously contracted, including without limitation any party to this action) without the prior approval of the Court or any of the parties hereto; provided, however, except in case of emergency or for the Receiver to carry out the provisions of this Order to take possession and control of all of the property and assets of the corporation, any such contract which is not to be terminable at will by the Receiver shall not be entered into without the Receiver first serving written notification of his intention to enter into such contract upon all parties in interest. In the event any party has an objection to the Receiver entering into such contract, such party shall file and serve a written objection within said seven (7) day period, the Receiver is authorized to enter into the contract without further order of the Court, the objection shall be resolved on the uniform motion calendar.

This provision shall not prevent the Receiver from hiring security and other persons and entities immediately upon his appointment to secure and protect any physical premises occupied by the corporation and to effect the transfer of possession of the corporation's records, files and other property to the Receiver. The costs of hiring such security services shall be paid in accordance with the terms set forth below.

N. The Receiver shall keep at her business office full and complete records of all receipts and disbursements relating to the operation of the corporation's property. The Receiver shall deposit all funds received in the operation of the receivership into one or more federally insured receiver's accounts, which shall be opened specifically for the operation of this receivership. The Receiver shall submit and file with the Court statements of income and disbursements not less often than monthly during the term of the receivership, and shall deliver copies of such statements to counsel for the Plaintiff and the Defendants. The Receiver shall submit and file such other accountings as the Court may require from time to time, and shall otherwise fully comply with the requirements of Rule 1.620(b), F.R.Civ.P., except as the time limits of the Rule may be extended by this or subsequent orders.

O. All records, reports and accountings prepared or maintained by or on behalf of the Receiver are deemed to be confidential information, shall be so marked, shall be used solely for the purposes of operating the receivership and for the purposes of this action and for no other purpose whatsoever, and shall not be disclosed to any person except with the written consent of the Receiver and of all of the parties to this action, or upon further order of this Court. All such confidential information filed in this cause (whether filed directly or as an excerpt in, to, or as an exhibit to a deposition or other filing) shall be filed under seal without further order of this Court, and access

thereto shall be limited to the parties, the Receiver and their respective counsel and retained experts, together with the Court, its agents and employees, and court reporters selected from time to time by the parties.

P. In the event the Receiver borrows money to pay the expenses and indebtedness of the receivership as herein or otherwise authorized by the Court, then, in such events, she is authorized to issue her certificate or certificates which shall provide for payment of interest at such rate as may be necessary to obtain the funds required for the purposes aforesaid. Prior to borrowing funds as provided for herein, the Receiver shall first file with the Court and serve on all interested parties a notice stating the purpose for said borrowing and his intent to issue Receiver's certificates in conjunction therewith (if applicable). Any interested party having an objection to all or any portion of the notice may file a written objection identifying the specific element(s) to which the objection applies, stating the nature and specific basis for the objection and proposing an alternative method to provide funds to the Receiver. All such objections must be filed with the Court and served upon all interested parties within seven (7) days of service of the Receiver's notice. In the event no objection is timely filed by Plaintiff or Defendants, the Receiver is authorized to present an appropriate proposed order to the Court, ex parte, authorizing the borrowing of the sums requested as reflected in the notice. In the event an objection to any part of the Receiver's notice is filed by Plaintiff within the time frame referenced above, the objection shall be set and heard at hearing, and no borrowing pursuant to the notice shall take place prior thereto except as the parties may otherwise agree between themselves. The Receiver shall not be required to perform any of the duties or provide any of the services authorized or directed by this Order unless she is provided with

necessary funds or unless the performance of such duties or providing of such services can be funded from the corporation's operating revenues available to the Receiver.

Q. The Receiver is authorized and empowered to retain or discharge legal counsel to represent her in her capacity as Receiver, and to employ or discharge accountants and/or such other professionals and consultants as she may deem necessary to the performance of his duties under this Order on such terms as are reasonable to the standards of the community. The Receiver is authorized to incur reasonable fees for these services, to pay those fees and to reimburse related out-of-pocket expenses from the corporation's assets, and to issue Receiver's certificates if necessary, as specified above, to borrow funds for payment of said fees or reimbursement of the out-of-pocket expenses of said professionals and consultants.

R. The Receiver shall be entitled to payment of reasonable and necessary fees for her services and such other subcontracted services of the Receiver as the Receiver shall require. The Receiver's fees shall be paid monthly from the operating income of the corporation's assets, in arrears, based on time actually spent (at \$150 per hour for the Receiver and expenses incurred for the prior month, as both shall be reported in the monthly Receiver's report, fifteen (15) days after the date of filing such report, provided no written objection to the payment of such fees and expenses setting forth the nature and specific legal basis for same is timely served by Plaintiff or Defendants on all parties to this action, received by the Receiver and filed with the Court. Any objections to payment of the Receiver's fees or expenses filed with this Court shall be resolved by the Court at a hearing on the uniform motion calendar. The Receiver shall also be paid from the operating funds of the corporation's assets the normal and ordinary administrative expenses of the Receiver directly related to the corporation's assets incurred during the receivership, including reimbursement for

photocopies, long distance telephone, utilities, fax charges, courier service, postage, express mail, mileage and data processing costs. If an on-site office and on-site personnel are, in the opinion of the Receiver, necessary for a temporary period during the transition to receivership, these expenses shall also be paid directly by the Receiver from the operating income of the corporation's assets.

S. Should it become necessary for the management, conservation, preservation and operation of the corporation's property, the Receiver is authorized to apply to any governmental regulatory or licensing agency for the transfer of licenses, permits and other authorizations to his name, as Receiver.

T. All parties shall have the right to inspect the books and records of the Receiver at the Receiver's business office and to inspect the corporation's property during normal business hours upon reasonable notice to the Receiver, so long as these inspections do not unreasonably interfere with the Receiver in the performance of his duties or with the conduct of business by the corporation.

U. In addition to all the powers enumerated above, the Receiver is vested with all the usual powers, rights and duties of a receiver, and with the rights, powers and duties to take possession or control of the corporation, their personal and real property, their financial books and records and their bank accounts, and to manage the corporation, to collect all income, receivables, rents and profits, to pay all bills incurred in the corporation's business and other expenses to protect the corporation and to otherwise operate the corporation on a day-to-day basis, until said wind up of the corporation is completed.

V. The Receiver shall, during the pendency of the receivership, have the right to apply to this Court for such further orders, instructions or direction or for such additional duties as he may

deem necessary and proper. Wherever this order requires an order of this Court, such requirement may be waived by the written consent of Plaintiff, ROSALIND STECK WHITE.

W. A copy of any inventory, budget, monthly report, accounting or similar paper filed in this action by the Receiver shall promptly be served upon counsel for all parties to this action. The parties shall have fifteen (15) days from the date of service of each filing by the Receiver to file and serve in writing on the Receiver and all other parties any objections such party may have to the Receiver's filing. If no party objects, such filing shall be deemed approved, and the Receiver shall thereby be authorized to act, make payment or otherwise implement the substance of the filing. If an objection is made, the Receiver shall attempt to resolve the objection and obtain the consent of all parties to any agreement he may reach. If he is unable to resolve the objection, he shall set the matter for hearing on the uniform motion calendar. Any payments proposed to be made by the Receiver which are set forth in the monthly report shall occur fifteen (15) days after the Receiver files his report, and all parties shall be deemed to have agreed to such payments unless proper objections are timely received as described above, except that any payments provided for in the budget may be made in the ordinary course of business.

X. Wherever this Order requires an order of Court, such requirement may be waived by the written consent of all parties who have been identified to the Receiver pursuant to paragraph "W" hereunder.

Y. Plaintiff, ROSALIND STECK WHITE, is immediately enjoined from acting in any capacity for or on behalf of MPI, or in any way as agent, director, officer, manager or attorney of MPI, until further order of the Court. Plaintiff, ROSALIND STECK WHITE, shall immediately

discontinue using any assets and repay to the Receiver all monies and assets as ordered by this Court in its Order Holding ROSALIND STECK WHITE in contempt.

Z. Effective upon entry of this Order and during the pendency of this action, the Plaintiff and her agents, employees, assigns and attorneys, and all parties claiming by and through her, and all persons with notice hereof are restrained and enjoined from taking, interfering with or otherwise harming any of the corporation's property or from interfering in any manner with the corporation's property or the Receiver's possession and operation thereof.

AA. The Plaintiff and her respective servants, employees, agents, affiliates, predecessors, successors, assigns and attorneys, and any persons in active concert or participation with them, are temporarily restrained and enjoined from withdrawing, transferring, assigning, conveying, pledging, dissipating, disposing of or secreting any money, stocks or other assets of the corporation. From the date of this Order, only the Receiver and her agents may possess, manage and control the corporation's business, assets and accounts without further order of the Court.

BB. All banks, savings and loan associations or other financial institutions or agencies which engage or assist in the transfer of property who receive actual notice of this Order by personal service or otherwise are temporarily restrained and enjoined from withdrawing, transferring, assigning, conveying, pledging, dissipating, disposing of or secreting any money, stocks or other assets of the corporation. From the date of this Order, only the Receiver and her agents may possess, manage and control the corporation's assets and accounts without further order of the Court.

CC. Within thirty (30) days from the effective date of this Order, a Receiver's bond in the amount of \$500.00 provided by a cash bond shall be deposited with the Clerk of this Court in this

cause by or on behalf of the Receiver. This cash bond shall provide coverage to the Court to provide coverage to the Plaintiff and any other party which the Court may designate as a party in interest, as their respective interests may appear, for loss due to intentional, willful, grossly negligent or dishonest acts of the Receiver and all agents, servants or employees of the Receiver in violation of this Order. The Receiver shall not be personally liable in any manner to third parties for any acts committed or any failure to act in his capacity as Receiver. To the extent that the Receiver may have any liability to third parties, such liability shall exist only to the extent of the assets of the receivership estate. The collection of any judgment or the enforcement of any other judicial process with respect to any claim or action arising out of this receivership or any actions of the Receiver shall attach to and be satisfied only from the estate and property subject to the receivership. The Receiver shall be personally liable to the parties to this action only to the extent of (i) breach of his duties as Receiver, or (ii) gross negligence in his conduct of the receivership.

DD. No levy, execution, attachment or other process shall issue against any of the real or personal property (including cash and its equivalent) in the possession or control of the Receiver, or of the real and personal property ordered to be delivered to the Receiver, without prior leave of this Court. The Receiver holding such property in his custody for the Court and for the protection and benefit of all parties shall not be subject to levy or other process.

DONE AND ORDERED in Chambers in Clearwater, Pinellas County, Florida, this 7 day of Feb, 2000.


CIRCUIT COURT JUDGE

Copies to:
Joshua Magidson, Esq.
Marcus A. Castillo, Esq.



STATE OF FLORIDA, PINELLAS COUNTY
I hereby certify that the foregoing is a true copy
as the same appears among the files and
records of this court.

This 23 day of Dec, 2003
KARLEEN F. DE BLAKER
Clerk of Circuit Court

By: 
Deputy Clerk