

A03 0000001056

(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



000048747490

04/04/05--01069--002 **113.75

FILED
2005 APR -4 PM 3:10
DIVISION OF CORPORATION-
TALLAHASSEE, FLORIDA

J. BRYAN APR - 7 2005

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: THE NUTTER FAMILY LIMITED PARTNERSHIP
(Name of Limited Partnership)

DOCUMENT NUMBER: WD3000020918

The enclosed Certificate of Cancellation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

THOMAS P. MORAN

(Name of Person)

MORAN & SHAMS

(Firm/Company)

PO BOX 472

(Address)

ORLANDO, FLORIDA 32802

(City/State and Zip Code)

FILED
2005 APR -4 PM 3:10
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

THOMAS P. MORAN 407-841-4141

(Name of Person)

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee &
Certificate of Status

☐ \$105.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☒ \$113.75 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

STREET ADDRESS:

Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

**CERTIFICATE OF CANCELLATION
FOR**

THE NUTTER FAMILY LIMITED PARTNERSHIP

(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.113, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on 07/23/2003, hereby submits this Certificate of Cancellation.

FIRST: Reason for cancellation: (State why partnership is submitting cancellation)

**VOLUNTARY & UNANIMOUS DISSOLUTION
BY ALL PARTNERS**

FILED
2006 APR -4 PM 3:10
CLERK OF CORPORATIONS
TALLAHASSEE, FLORIDA

SECOND: This Certificate of Cancellation shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signatures of all general partners:

HELEN F. NUTTER

Helen F. Nutter

DISSOLUTION OF LIMITED PARTNERSHIP

THIS AGREEMENT TO DISSOLVE (hereinafter referred to as "Agreement" the NUTTER FAMILY LIMITED PARTNERSHIP (hereinafter referred to as "Partnership") is made and entered into this 28 day of March, 2005 by and between HELEN F. NUTTER, RAYMOND H. NUTTER, and MARY K. GOHSMAN

WHEREAS the parties have been engaged in business as partners under an agreement dated July 14, 2003, and;

WHEREAS the parties desire to dissolve and terminate the limited partnership and;

WHEREAS the parties have agreed to distribute the partnership assets between them on the basis of the procedures outlined below,

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Dissolution. The Partnership is hereby dissolved.
2. Payment of Debts. The Partnership books shall be closed and an accounting completed within the next thirty (30) days. Upon the dissolution of the Partnership all debts shall be promptly paid, including any and all tax liabilities of the Partnership.
3. Distribution of Cash and Property. The specific distribution of cash and property, or the liquidation of such property and the resultant distribution of such cash, of the Partnership shall be worked out by the former Partners. However, the former Partners agree to the following priority of procedure of the distributions:
 - a. Distributions shall go, first, to paying off any debts or liabilities of the Partnership. Nothing in the foregoing shall be construed as preventing the former Partners from agreeing to not payoff a liability associated with any property if the property is to go to a former Partner that is willing to assume such liability.
 - b. Distributions shall go, second, to any former Partner with a positive balance in his or her Capital Account as of the date of dissolution. However, if any former Partner shall have a deficit in his or her Capital Account as of the date of this dissolution, then such Partner shall have an unconditional obligation to restore such deficit to the Partnership within thirty (30) of such notice.

2005 APR -4 PM 3:10
FILED
DISSOLUTIONS
FLORIDA

c. The remaining distributions shall then be distributed to each former Partner in accordance with their percentage interests in the Partnership.

4. Distributions of Encumbered Property. If the former Partners agree to distribute encumbered property to a former Partner then such former Partner shall assume such liability and become solely liable for the encumbrance on the property. The intention of this paragraph is to relieve the former partners of any joint liability associated with the property when the property is distributed to the specifically identified former Partner.
5. Disputes over Distribution and or Liquidation. All questions or disputes that may arise between the parties in the course of this program of distribution and or liquidation shall be decided by a vote of a majority of the parties, and all such decisions shall be binding on each of the parties hereto.
6. Certificate of Dissolution. The parties shall execute and cause to be filed an appropriate certificate of limited partnership dissolution with the state of Florida.
7. Claims. Each of the parties acknowledges that, except for his or her rights under this Agreement, he or she has no claims whatsoever against either of the parties. If any of the parties hereto shall hereafter be held individually liable for a partnership debt or obligation not paid or provided under this Agreement, such party shall have a claim against the other parties in accordance with the intent and purpose of this Agreement.
8. Severability. Should any provisions of this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall not be deemed to be a part of this Agreement. The failure of any party to insist upon strict performance of this Agreement shall not be construed as a waiver of any rights to enforce this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.
9. Supercede. Should any provision of this Agreement be declared or determined to be in conflict or tension with any provision of the Operating Agreement, then this Agreement shall supercede and replace any such provisions of the Operating Agreement.
10. Mutual Releases. Each party acknowledges that except for his or her rights under this Agreement, he or she has no claims whatsoever against the other party.

2005 SEP-4 PM 3:10
FILED
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

11. Future Coverage. Each former Partner agrees that this Agreement shall be binding upon his or her heirs, assigns, representatives, executors, agents, and successors in interest.
12. Governing Law. This Agreement shall be governed and interpreted according to Florida law.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year written above.

By: Helen F. Nutter
Helen F. Nutter
General Partner

By: Raymond H. Nutter
Raymond H. Nutter
Limited Partner

By: Mary K. Gohsman
Mary K. Gohsman
Limited Partner

FILED
2005 APR -4 PM 3:10
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA