

1069

2008 LIMITED PARTNERSHIP ANNUAL REPORT
Due By May 1, 2008

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

08 FEB 18 PM 4:05

DOCUMENT # A28065

1. Entity Name
**INDEPENDENCE COURT OF ORMOND BEACH
ASSOCIATES, LTD.**



Principal Place of Business
**PERIDOT PLACE/INDEPENDENCE COURT
535 N. NOVA RD.
ORMOND BEACH, FL 32174**

Mailing Address
**THE TUTERA GROUP
7611 STATE LINE ROAD, STE 301
KANSAS CITY, MO 64114**



02112008 No Chg-LP

CR2E003 (12/06)

DO NOT WRITE IN THIS SPACE

4. FEI Number
59-2932803

Applied For
Not Applicable

5. Certificate of Status Desired ☐

\$8.75 Additional
Fee Required

6. Name and Address of Current Registered Agent

**CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301**

**DO NOT WRITE
IN THIS SPACE**

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE

Signature, typed or printed name of registered agent and title if applicable

DATE

**FILE NOW!!! FEE IS \$500.00
After May 1, 2008, Fee will be \$900.00**

**A GENERAL PARTNER THAT IS A BUSINESS ENTITY MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.
NOTE: General Partners MAY NOT be changed on the form; an amendment must be filed to change a general partner.**

12. GENERAL PARTNER INFORMATION

DOCUMENT # **F96000004992**
NAME **PERIDOT ENTERPRISES, INC.**
STREET ADDRESS **313 CASTLE SHANNON BLVD.**
CITY- ST- ZIP **PITTSBURGH, PA 15234**

DOCUMENT #
NAME
STREET ADDRESS
CITY- ST- ZIP

DOCUMENT #
NAME
STREET ADDRESS
CITY- ST- ZIP

DOCUMENT #
NAME
STREET ADDRESS
CITY- ST- ZIP

DOCUMENT #
NAME
STREET ADDRESS
CITY- ST- ZIP

DOCUMENT #
NAME
STREET ADDRESS
CITY- ST- ZIP

700118556507
02/21/08--01038--021 **500.00

**DO NOT WRITE
IN THIS SPACE**

KB/act

14. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a General Partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes

SIGNATURE:

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING GENERAL PARTNER

Date

Daytime Phone #

2/11/08 816 444 0037

STAPLE CHECK HERE

249

WINDERWEEDLE, HAINES,
WARD & WOODMAN, P.A.

ATTORNEYS AT LAW

MAIN TELEPHONE (407) 423-4246
WWW.WHWW.COM

Please Reply To:

Winter Park Office

Vanessa J. DiSimone
Direct Dial: (407) 246-6584
E-mail: vdisimone@whww.com

February 15, 2008

Brenda Tadlock
PERSONAL & CONFIDENTIAL
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

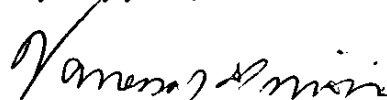
Re: Independence Court of Ormond Beach Associates, Ltd.
Document Number: A28065

Dear Brenda:

This letter follows our recent conversation concerning the above referenced limited partnership. Enclosed please find the annual report signed by Michael F. Flanagan, as receiver, along with a check in the amount of \$500.00 for the filing fee. You had indicated you will be attaching a copy of the court order previously furnished to you, which appoints Mr. Flanagan as receiver, to the enclosed documentation for processing.

If you have any questions regarding this matter, please do not hesitate to contact me. I greatly appreciate all of your assistance in ensuring this annual report gets filed in a timely manner.

Very truly yours,



Vanessa J. DiSimone

VJD/vjd

389

IN THE CIRCUIT COURT OF THE
SEVENTH JUDICIAL CIRCUIT, IN AND
FOR VOLUSIA COUNTY, FLORIDA

CASE NO: 2005-30383-CICI

TC10 GRANTOR TRUST,
a foreign corporation,

Plaintiff,

vs.

INDEPENDENCE COURT OF
ORMOND BEACH ASSOCIATES, LP;
ALPHONSO JACKSON, SECRETARY OF HOUSING
AND URBAN DEVELOPMENT, UNITED STATES
DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT and ABG FINANCIAL SERVICES, INC.,

Defendants.

**ORDER GRANTING PLAINTIFF, TC10 GRANTOR TRUST'S,
VERIFIED EMERGENCY MOTION TO APPOINT A RECEIVER**

THIS CAUSE came on to be heard by this Court on March 30, 2005, to consider Plaintiff, TC10 GRANTOR TRUST'S ("Plaintiff"), Verified Emergency Motion to Appoint a Receiver (the "Motion"). Pursuant to the motion, Plaintiff seeks an Order of this Court appointing a receiver to maintain, safeguard, and sell the assets of Defendant, INDEPENDENCE COURT OF ORMOND BEACH ASSOCIATES, LP ("Defendant"). This Court, after having considered the motion, the record, and argument of counsel at hearing, has become fully advised in the premises of this matter. Accordingly, the Court has determined that it is appropriate to grant the relief requested in the motion by Plaintiff as the senior and first priority lien creditor on Defendant's assets. Accordingly, it is HEREBY ORDERED, ADJUDGED AND DECREED, pursuant to applicable law as follows:

1. The Motion is hereby GRANTED;

489

2. Michael F. Flanagan ("Receiver") be and hereby is appointed Receiver of Defendant's property that is the subject of this foreclosure action, and shall in that capacity have the authority and responsibility to do the following, upon execution and filing of a bond in the amount of \$5000.00 and an Affidavit of Disinterestedness:

- a. All of the real and personal property of the Defendants (the "Receivership Assets"), wherever situated, shall immediately vest in the Receiver. The Receivership Assets are described herein to include, but not be limited to, all real estate, machinery, equipment, furniture, fixtures, inventory, accounts, deposit accounts, utility deposits, other deposits, franchises, patents, trademarks, copyrights, and any other intellectual property, rights, privileges, or effects, books, records, accounting records, federal, state and local tax returns, computers, computer disks, bank statements, checks, and any and all other data receiving, recording, and collecting devices of the Defendants. As a result of the vesting of the Receivership Assets in the Receiver, the Defendants are divested of all titles thereto, which shall be deemed to comprise the "Receivership Estate."
- b. The Receiver shall have the authority to enter upon, gain access to and take possession of the Receivership Assets, to use, operate, manage, control, preserve and sell or otherwise dispose of the Receivership Assets, either directly or through agents under contract with or employed by the Receiver. However, the sale of any of the Receivership Assets is subject to the consent of Plaintiff and further order of this Court and shall not occur until such approval is given.
- c. The Receiver shall have the authority to receive all income and profits from the use, operation, collection, sale, lease or other disposition of the Receivership

589

Assets; to care for, preserve, protect, secure and maintain the Receivership Assets, until they are sold or otherwise disposed of and to incur the reasonable expenses necessary for such care, preservation and maintenance

- d. The Receiver shall have the authority to undertake any and all acts necessary in his sole discretion to comply with applicable laws, orders, directives and permits, including, without limitation, the retention of contractors, consultants, engineers and attorneys to undertake any requirements of any law, order, directives and permits reasonably necessary for the operation and maintenance of the Receivership Assets.
- e. The Receiver shall have the authority to demand, collect, and receive all revenues, income, and profits currently in the possession, custody, or control of the Defendants, or now due and hereafter coming due from the operation of the Defendants' business, and to keep the Receivership Assets insured and in good repair, provided however that nothing herein shall compel the Receiver to use his own funds to do any of the foregoing.
- f. The Receiver shall have the authority to access and take possession of any monies and funds on deposit in any banks and/or savings and loan associations in the name of the Defendants, and the Receiver's receipt of said monies and funds shall discharge said banks and/or savings and loan associations from further responsibility for accounting to Defendants for monies and funds for which the Receiver shall give his receipt.
- g. The Receiver shall have the authority to take possession of all the books and records pertaining to the Receivership Assets or any of them, wherever located, as

6d9

the Receiver deems necessary for the proper administration, management and/or control of the Receivership Estate, but the books and records shall be made available to the Defendants and its counsel upon request; and to receive, open, read, and respond to all mail addressed to Defendants, with the exception of correspondence addressed to the Defendants by the Defendants' counsel.

- h. The Receiver shall have the authority to negotiate and enter into contracts incident to the operation of the Defendants' business (provided however that prior to the execution of any such contracts, the Receiver shall provide three (3) days notice of its intention to enter into any such contract to Plaintiff and shall be deemed to have received Plaintiff's consent to enter into any such contract so long as Plaintiff has not objected in writing thereto within such three (3) days and prepare all other documents and to perform all acts, either in the name of Defendants or in the Receiver's own name, which are necessary or incidental to preserving, protecting, managing and/or controlling the Receivership Assets or the Receivership Estate.
- i. The Receiver shall have the authority to employ agents, attorneys, employees, guards, clerks, health care professionals and accountants, to administer the Receivership Assets and to collect the existing and future income or proceeds from Receivership Assets, and to pay the reasonable value for said services out of the existing and future received proceeds of the Receivership Assets.
- j. The Receiver shall have the authority to inquire into and procure, if necessary, insurance coverage on the Receivership Assets.

799

- k. After making provision for the payment of actual and estimated costs and expenses, the Receiver shall remit any of the proceeds from the sales of Receivership Assets or the collection of the Defendants' accounts receivable to the Plaintiff until the indebtedness owed by Defendants to Plaintiff has been paid in full and Plaintiff shall apply all payments received by it from the Defendants or the Receiver, as the case may be, to the Defendants' obligations to it, upon satisfaction of all liabilities owed to Plaintiff, the Receiver shall pay each of Defendants' other creditors a pro rata amount of any proceeds remaining from any sale or disposition of the Receivership Assets.
- l. The Receiver shall have the authority to establish bank accounts for the deposit of monies and funds collected and received in connection with his operation of the Receivership Assets and administration of the Receivership Estate with a bank approved of by Plaintiff and to transfer all monies and funds on deposit in the name of Defendants upon the entry of this Order into such accounts; provided that any funds on deposit are insured up to customary limits by an agency of the United States government.
- m. The Receiver shall have the authority to institute ancillary proceedings in this state or other states as are necessary to preserve and protect any of the Receivership Assets of the Receivership Estate or to provide advice and counsel to the Receiver, and the Receiver may engage the services of legal counsel, if necessary, without further application to the Court and on such terms as the Receiver may deem appropriate; the Receiver may pay for such reasonable legal services from the funds of the Receivership Estate. To this end, counsel for the

889

Receiver shall send to Plaintiff copies of his/her monthly invoices, and Plaintiff shall have a period of 10 days after receipt of each invoice within which to send a written objection to such invoices to counsel for the Receiver. If a written objection is timely made by Plaintiff, then no fees and expenses that are subject to such objection may be paid until the earlier to occur of (i) execution by Plaintiff of written consent to payment, or (ii) entry of an order by this Court authorizing and directing such payment. Notwithstanding anything to the contrary contained in this Order, the Receiver shall neither incur nor pay fees and expenses of counsel to the Receiver in an aggregate amount in excess of \$5,000 without prior written consent from Plaintiff.

- n. The Receiver shall have the authority to determine the value of the Receivership Assets, to receive and evaluate purchase offers for any of the Receivership Assets, and to sell all right, title, and interest of Defendants in, to, and under the Receivership Assets, subject to approval of Plaintiff and this Court, and to remit the proceeds from any disposition of the Receivership Assets as provided herein.

- o. The Receiver shall have the authority to do any and all other acts which could be carried out lawfully by a corporation in the State of Florida where said acts are necessary for the carrying out of the business of the Defendants.

- p. The Receiver shall have the authority to request and receive advances from Plaintiff for the payment of fees and other expenses incurred by the Receiver relating to the care, preservation and maintenance of the Receivership Assets, and to repay any such advances at the request of Plaintiff, together with the statutory

989

rate of interest permitted on judgments under Florida law, when funds are available to the Receivership Estate to do so.

3. The Receiver is authorized to list, market, and sell any of the Receivership Assets. However, prior to any sale of any of the Receivership Assets, the Receiver shall obtain the consent of Plaintiff and approval of this Court.

4. Except for gross negligence and intentional misconduct, the Receiver, his attorneys, and other professionals, employed by the Receiver shall not be liable for any loss, claim or damage related in any way to the performance, attempted performance or inaction of the Receiver with respect to the rights, duties and authority of the Receiver hereunder.

5. The Court hereby retains jurisdiction of this cause for all purposes including, without limitation, amending or modifying this Order, providing additional instructions to the receiver, or enforcing any provisions of this Order at the request of any party in interest after proper notice and hearing thereof.

DONE AND ORDERED in Chambers at _____, Volusia County, Florida, this ____ day of _____, 2005.

J. DAVID WALSH
CIRCUIT JUDGE

MAR 30 2005
CIRCUIT COURT JUDGE
SIGNED & DATED

Copies furnished to:

Richard A. Robinson, Esq.
Baker & Hostetler LLP
Post Office Box 112
Orlando, FL 32802-0112
Attorneys for TC10 Grantor Trust

Albert H. Mickler, Esquire
5452 Arlington Expressway
Jacksonville, FL 32211
Counsel for the Defendant Independence
Court of Ormond Beach Associates, LP