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(Requestor's Name)

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(City/State/Zip/Phone #)

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☐ MAIL

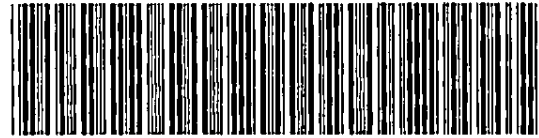
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

JAN 23 2016

Y SULKER



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 21, 2017

SAW, LTD  
PO BOX 940385  
MAITLAND, FL 32794-0385

SUBJECT: SAW, LTD.  
Ref. Number: A94000000199

We have received your document for SAW, LTD. and your check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective date must be specific and cannot be prior to the date of filing.

STATEMENT OF TERMINATION IS \$52.50

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Yasemin Y Sulker  
Regulatory Specialist II

Letter Number: 017A00025837

**CERTIFICATE OF DISSOLUTION FOR  
SAW, LTD.**

The undersigned, being the General Partner of **SAW, LTD.**, a Florida limited partnership (the "Partnership"), does hereby dissolve, and file this Certificate of Dissolution for the purpose of dissolving, the Partnership pursuant to Sections 620.1203 and 620.1801, Florida Statutes.

1. The name of the Partnership is:

**SAW, LTD.**

2. The Partnership was formed by filing a certificate of limited partnership with the Florida Department of State on February 18, 1994.

3. The reason for the dissolution of the Partnership in the unanimous consent of the general partner and limited partners to dissolve the Partnership in accordance with the provisions of Section 620.1801, Florida Statutes.

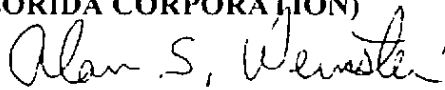
4. A Notice of Dissolution of the Partnership is attached.

5. The effective date of the dissolution shall be 12:01am EDT on January 29, 2018 or if later, the date this Certificate of Dissolution is filed with Florida Department of State.

**IN WITNESS WHEREOF**, the undersigned, being the sole General Partner of the Partnership has executed this Certificate of Dissolution effective as of this 29th day of January, 2018.

**S.W. INVESTMENTS, INC.  
(A FLORIDA CORPORATION)**

By:



Alan S. Weinstein  
President

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18 JAN 22 PM 2:49  
TALLAHASSEE  
FLORIDA

**NOTICE OF DISSOLUTION  
OF  
SAW, LTD.**

This Notice of Dissolution is submitted by **SAW, LTD.**, a dissolved Florida limited partnership (the "Partnership"), for resolution of payment of unknown claims against this Partnership as provided in Section 620.1807, Florida Statutes.

1. Name of Partnership: **SAW, LTD.**
2. Date of Dissolution will be January 29, 2018.
3. Description of information that must be included in a claim:
  - a. Name, address and phone number of claimant:
  - b. The amount of the claim:
  - c. The date the claim arose; and
  - d. A description of the nature of the claim in sufficient detail so as to enable the Partnership to evaluate the merits of such claim.
4. Mailing address where claims can be sent:

Saw, Ltd.  
1860 Via Genoa  
Winter Park, Florida 32789

5. A claim against the above-named Partnership will be barred unless a proceeding to enforce the claim is commenced within 4 years after the filing of this Notice of Dissolution.

**IN WITNESS WHEREOF**, this Notice of Dissolution has been executed on behalf of the Partnership by its duly authorized general partner on January 29, 2018.

**S.W. INVESTMENTS, INC.**

as General Partner

By: Alan S. Weinstein

Name: Alan S. Weinstein

Title: President

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TALLAHASSEE, FLORIDA

**EXHIBIT "B"**

Notice of Dissolution

(Attached)

FILED

18 JAN 22 PM 2:49

CLERK OF COURT  
ALBUQUERQUE, NEW MEXICO

**EXHIBIT "C"**

**Statement of Termination**

(Attached)

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TALLAHASSEE, FLORIDA

**PLAN OF COMPLETE LIQUIDATION  
OF  
SAW, LTD.**

**THIS PLAN OF COMPLETE LIQUIDATION** (hereinafter called the "Plan") is intended to accomplish the dissolution and complete liquidation of **SAW, LTD.**, a Florida limited partnership (hereinafter referred to as the "Partnership").

**WITNESSETH:**

**WHEREAS**, the Partnership was formed on February 18, 1994 by and among the undersigned partners or their predecessors in interest; and

**WHEREAS**, the affairs of the Partnership are governed by that certain Agreement of Limited Partnership dated February 16, 1994, as the same has previously been amended (collectively, the "Partnership Agreement"); and

**WHEREAS**, the undersigned partners own one hundred percent (100%) of the issued and outstanding partnership interest in, and represent all of the partners of, the Partnership (the "Partners"), and are now desirous of dissolving and liquidating the Partnership.

**NOW, THEREFORE**, the following shall constitute the Plan of Complete Liquidation for the Partnership:

1. **Recitals.** The recitals set forth above are true and correct and are hereby made a part of the Plan.

2. **Plan of Liquidation.** The Partnership shall be completely dissolved and liquidated in the manner stated in this Plan.

3. **Cessation of Business.** The Partnership shall cease doing business immediately, except to the extent required to wind up its affairs, and thereafter distribute its remaining assets to the Partners.

4. **Assets.** The assets of the Partnership consist of the following:

- (a) A one hundred percent (100%) membership interest (represented by one hundred (100) units) in 3105 W Granada Street, LLC, (the "W Granada Interest").
- (b) A one hundred percent (100%) membership interest (represented by one hundred (100) units) in 3119 W Cherokee Avenue, LLC, (the "W Cherokee Interest").
- (c) A one hundred percent (100%) membership interest (represented by one hundred (100) units) in 317 W Amelia Avenue, LLC, (the "W Amelia Interest" and, together with the W Granada Interest and the W Cherokee Interest, the "LLC Interests").

(d) (i) A promissory note dated March 29, 2005 in the principal sum of one hundred thirty-five thousand four hundred sixty-five dollars (\$135,465) issued by Jamie Lillethorup and Schondra Lillethorup, husband and wife, to the Partnership (the "Lillethorup Note"); and

(ii) A mortgage, security agreement and financing statement dated March 29, 2005 between Jamie Lillethorup and Schondra Lillethorup, husband and wife, and the Partnership (the "Lillethorup Mortgage").

(e) A three thousand-dollar (\$3,000) receivable from Richard Edgeworth for legal fees advanced to Richard Edgeworth by the Partnership (the "Edgeworth Receivable").

(f) Unencumbered cash in a checking and money market account at Iberia Bank. This cash amount will be adjusted due to liquidation costs and bank interest income.

5. **Obligations of Partnership.** The Partnership has no known liabilities or obligations, other than payment of the insurance claim deposit for the Lillethorup roof, and the professional fees, costs and expenses associated with the complete liquidation of the Partnership and the preparation and the filing of the final tax returns of the Partnership (the "Liquidation Costs").

6. **Liquidation.** To accomplish the intended liquidation of the Partnership, the following steps shall be taken:

(a) The Partnership shall set aside \$10,000.00 as a reserve for the payment of Liquidation Costs (the "Liquidation Reserve").

(b) The Partnership shall transfer and distribute to Alan S. Weinsin, as Trustee of the Sol Walker Testamentary A Trust f/b/o Cynthia Walker (the "A Trust"):

- (i) the Lillethorup Note;
- (ii) the Lillethorup Mortgage;
- (iv) the Edgeworth Receivable; and

(c) The Partnership shall transfer and distribute to S.W. Investments, Inc., Shayna, and the A Trust the LLC Interests and the undistributed cash except that the cash distributed to the A Trust shall be reduced by the A Trust's prorata share of the following.

- (i) \$3,000 for the Edgeworth Receivable;
- (ii) \$124,782 for the outstanding balance of the Lillethorup loan;

Except as set forth above, no other partners of the Partnership will receive any assets or distributions from the Partnership in connection with its liquidation. Following payment of the



Liquidation Costs, any amount remaining of the Liquidation Reserve shall be distributed ratably to the partners set forth above.

7. **Dissolution.** Upon execution and adoption of this Plan, S.W. Investments, Inc., a Florida Corporation, as General Partner of the Partnership (the "General Partner"), is authorized to take and shall take all necessary steps to dissolve the Partnership and end its existence under the laws of the State of Florida, all in accordance with Chapter 620, Florida Statutes, including without limitation the following:

(a) Upon the adoption and execution of this Plan, the General Partner shall execute and deliver (with the applicable fee) to the Secretary of State of the State of Florida (the "Secretary of State") for filing a Certificate of Dissolution substantially in the form attached hereto as Exhibit "A" to dissolve the Partnership.

(b) Accompanying the Certificate of Dissolution delivered to the Secretary of State shall be a Notice of Dissolution executed by the General Partner substantially in the form attached hereto as Exhibit "B" for purposes of resolving payment of any unknown claims against the Partnership.

(c) Distribute the Partnership's assets as described in Paragraph 6 above and, upon the final distribution of the Partnership's assets and completion of winding up the affairs of the Partnership, the General Partner shall execute and deliver (with the applicable fee) to the Secretary of State for filing a Statement of Termination substantially in the form attached hereto as Exhibit "C".

Upon filing of the Statement of Termination, the Partnership Agreement shall be of no further force or effect.

8. **Further Assurances and Cooperation.** Each of the Partners hereby agrees to take such actions and to execute, acknowledge and/or deliver such other documents or instruments as shall be reasonably required or necessary to evidence and consummate the transfers contemplated hereby and the dissolution and liquidation of the Partnership.

9. **Authorization of Acts.** The General Partner is authorized to do and perform such acts, and execute and deliver such documents and do all other things as may be convenient or advisable in the sole discretion of the General Partner in order to carry out and accomplish the Plan.

10. **Release.** Each of the undersigned Partners, by signing this Plan (each a "Signing Party" and, collectively, the "Signing Parties") hereby (i) certifies that such Signing Party has no claims, other than relating to the right to distributions under paragraph 6 of the Plan, against the Partnership and (ii) other than relating to the right to distributions under paragraph 6 of the Plan, releases and forever discharges the Partnership, of and from any and all claims that such Signing Party has, had or may have for damages or otherwise against the Partnership.

11. **Attorney's Fees.** In the event that suit or action is brought to enforce the provisions of this Plan or any remedy granted hereunder, the prevailing party shall be entitled to

recover from the non-prevailing party all costs and reasonable attorney's fees, including attorney's fees upon appeal, incurred in connection therewith.

12. **Counterparts.** This Plan may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding upon all signatories hereto even though all signatories did not sign the same original counterpart. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

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TALLAHASSEE, FLORIDA

**IN WITNESS WHEREOF**, the undersigned, being all of the partners, both general and limited, of the Partnership, have adopted and executed this Plan of Complete Liquidation effective as of the 1<sup>st</sup> day of December, 2017.

**GENERAL PARTNER:**

S.W. Investments, Inc., a Florida corporation

By: Alan S. Weinstein  
Alan S. Weinstein., President

**LIMITED PARTNERS:**

Sol Walker Testamentary A Trust f/b/o  
Cynthia Walker

By: Alan S. Weinstein  
Alan S. Weinstein, Trustee

Shayna M. Midulla  
Shayna M. Midulla

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