

A95000000595

Michael B. Fabrikant
(Requestor's Name)

2500 E. Hallandale Beach Blvd., Ste 405
(Address)

Hallandale FL 33009
(City, State, Zip) (Phone #)

(305) 454-6100

OFFICE USE ONLY

100001450241
-04/07/95--01023--007
***1907.50 ***1785.00

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

1. _____
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

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2 30

NEW FILINGS	
Profit	
NonProfit	
Limited Liability	
Domestication	
Other	DCC

AMENDMENTS	
Amendment	
Resignation of R.A., Officer/Director	
Change of Registered Agent	
Dissolution/Withdrawal	
Merger	

OTHER FILINGS	
Annual Report	DCC
Fictitious Name	
Name Reservation	
P. Verifier	DCC

REGISTRATION/QUALIFICATION	
Foreign	
Limited Partnership	
Reinstatement	
Trademark	
Other	

TC
\$957,886.00

A95000000595

Examiner's Initials

G & V ROSEN FAMILY LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE OF LIMITED PARTNERSHIP AGREEMENT

THIS CERTIFICATE OF LIMITED PARTNERSHIP AGREEMENT AND AGREEMENT OF LIMITED PARTNERSHIP is entered into on and is effective as of the 20th day of MARCH, 1995 by and among ^{P95000026094} GEOVER, INC. a Florida Corporation, having its address at 448 Poinciana Drive, Hallandale, Florida 33009 (hereinafter sometimes referred to as "General Partner"), and GEORGE J. ROSEN, TRUSTEE OF THE GEORGE J. ROSEN RESTATED REVOCABLE TRUST AGREEMENT DATED MARCH 21, 1991 (hereinafter sometimes referred to individually as "Limited Partner" and collectively as "Limited Partners"), all of such persons sometimes being referred to herein as "Partners."

RECITALS

GEORGE J. ROSEN, TRUSTEE, heretofore has conducted, individually, many businesses operating sometimes under the fictitious name of Rosen Family Limited Partnership ("Business").

WHEREAS, the business purpose of forming this Limited Partnership is to provide for continued management of the business properties held by this Partnership and to provide for the proper vehicle for holding investment assets for estate and gift planning purposes.

ARTICLE I

GENERAL

1.1 FORMATION. The Partners hereby form a limited

partnership ("Partnership") pursuant to the provisions of the version of the Revised Uniform Limited Partnership Act enacted in the State of Florida ("Act"). The Partners shall execute and cause to be filed as required by the Act or other laws of the State of Florida a Certificate of Limited Partnership and a Certificate of Fictitious Name. The General Partner shall forthwith notify the principal customers and the creditors of the Business and the banks used by the Business of the existence of the Partnership and its members. The General Partner shall cause all insurance policies, leases and other business contracts, including all other assets transferred to this Partnership, to be changed to reflect the existence of this Partnership.

1.2 NAME. The Partnership shall operate under the name of G & V ROSEN FAMILY LIMITED PARTNERSHIP or such other name as the Partners may from time to time determine.

1.3 ADDRESS OF OFFICE. The address of the office of this Limited Partnership is 448 Poinciana Drive, Hallandale, Florida 33009.

1.4 PLACE OF BUSINESS. The principal place of business of the Partnership shall be at 448 Poinciana Drive, Hallandale, Florida 33009, or at such other or additional locations as the Partners may from time to time determine.

1.5 PURPOSE OF PARTNERSHIP. The business of the Partnership is to invest in, acquire, hold, maintain, operate, improve, develop, sell, exchange, lease, hold and otherwise use real property and interests therein for profit and to receive mortgage receivables and installment notes and to engage in any and all activities related or incidental thereto and to engage in all other

business permitted under applicable law.

1.6 TERM. The Partnership shall commence on the date hereof or upon the date of filing this Family Limited Partnership, whichever is later, and shall continue until terminated as provided in this Agreement, but not later than twenty (20) years from date of formation.

1.7 NAME AND ADDRESS OF AGENT. The name and address of the agent for service of process in Florida is GEORGE ROSEN, at 448 Poinciana Drive, Hallandale, Florida 33009.

1.8 MAILING ADDRESS OF LIMITED PARTNERSHIP. The mailing address of the Limited Partnership is 448 Poinciana Drive, Hallandale, Florida 33009.

ARTICLE II

ADDITIONAL GENERAL PARTNERS

2.1 VERA ROSEN. Upon written request to the General Partner by VERA ROSEN at any time after the expiration of one year after the effective date of this Agreement, she shall be made a General Partner in the Partnership with the rights of a general partner to participate in the operation of the Business.

2.2 The General Partner may, upon written request make a Limited Partner a General Partner.

ARTICLE III

ACCOUNTING

3.1 METHODS AND FISCAL YEAR. The Partnership shall keep its accounting records and shall report for income tax purposes on the

cash method of accounting. Partnership accounting records shall be maintained according to generally accepted principles of accounting. The fiscal year of the Partnership shall be the taxable year for income tax purposes as determined under Internal Revenue Code Section 706 and the Treasury Regulations thereunder.

3.2 ANNUAL STATEMENTS. A balance sheet and a statement of profit and loss with respect to the operation of the Partnership shall be prepared not less frequently than annually by an independent certified public accountant and copies of such statements shall be delivered to each Partner. A copy of all income tax returns and appropriate schedules filed by the Partnership shall be furnished to all Partners.

3.3 ANNUAL MEETING. Not less than once a year, promptly after completion and delivery to the Partners of the financial statements provided for in Section 3.2 hereof, there shall be a meeting of all Partners and the Partnership's independent certified public accountants for the purpose of review and discussion of the financial status of the Partnership and for the General Partner to inform the Limited Partners of projections for the future of the Partnership's business.

3.4 REVIEW OF BOOKS. Any Partner may examine and copy the books of the Partnership at any time during normal business hours of the Partnership.

ARTICLE IV

CAPITAL CONTRIBUTIONS

4.1 INITIAL CONTRIBUTIONS. The initial capital contributions

of the Partners to the Partnership consist of their respective interests in the assets, subject to the liabilities, at the close of business on the effective date of this Agreement, of the Business and other assets at the following agreed fair market values:

General Partner - land, mortgages, stocks and other assets: 1%

Limited Partner: -land, mortgages, stocks and other assets: 99%

4.2 ADDITIONAL CAPITAL CONTRIBUTIONS. No Partner shall be required to make additional capital contributions to the Partnership at any time; provided, however, if the General Partner determines that additional capital contributions are necessary to the successful operation of the Partnership, the Partners shall be entitled to make such contributions in proportion to their then interests in the Partnership. If any Partner elects not to make any additional capital contributions, one or more of the other Partners may make such additional capital contributions in the proportions which the capital contributions of each such Partner bears to the total capital contributions of all Partners making such additional capital contribution or in such other proportions as may be agreed to among them.

4.3 PARTNERS INTERESTS. The interest of each Partner in the Partnership at any time shall be the same proportion which such Partner's total capital contribution bears to the total capital contributions of all of the Partners. An assignee's capital shall be the Fair Market Value of his or her interest in this Partnership.

ARTICLE V

PARTNER'S ACCOUNTS

5.1 CAPITAL ACCOUNTS. An individual capital account shall be maintained for each Partner to which shall be credited all capital contributions to the Partnership by that Partner and any credit balance in that Partner's drawing account transferred to capital pursuant to section 5.2 hereof, and to which shall be debited any distributions in reduction of such Partner's capital in the Partnership and any debit balance in such Partner's drawing account transferred to capital pursuant to section 5.2 hereof.

5.2 DRAWING ACCOUNT. An individual drawing account shall be maintained for each Partner to which shall be credited such Partner's share of Partnership profits, and to which shall be debited such Partner's share of Partnership losses and withdrawals made by the Partner which are not treated by the Partner as distributions of capital. A credit balance in a Partner's drawing account shall constitute a liability of the Partnership to such Partner and shall not constitute a part of the Partner's capital account or interest in the capital of the Partnership. A debit balance in a Partner's drawing account, however caused, shall constitute an obligation of the Partner to the Partnership which shall be paid in the manner and at the time determined by a majority in interest of the Partners. A majority in interest of the General Partners may determine at any time and from time to time that any portion of the balance in the Partners' drawing accounts shall be transferred to the Partners' capital accounts,

provided that any such transfers shall be in proportion to each Partner's interest in the Partnership.

ARTICLE VI

PROFITS AND LOSSES AND CASH FLOW

6.1 PARTNERS' INTERESTS. The net profits and losses and each item of income, gain, loss, deduction, or credit of the Partnership shall be allocated among the Partners in proportion to their interests in the Partnership determined pursuant to section 4.3 hereof, after taking into account the reasonable allowance of compensation for any services performed by GEORGE J. ROSEN or the General Partner as required by Internal Revenue Code Section 704(e).

6.2 DISTRIBUTION OF PROFITS. Each Partner shall be entitled to withdraw his/her share of annual earnings of the Partnership, except that only with the consent of 51% of all the Partners the General Partner may determine the portion of such earnings that shall be retained for the reasonable business needs of the Partnership and shall transfer such earnings to Partnership capital in proportion to the Partners' interests in the Partnership as determined in section 4.3.

6.3 LIMITATION ON LOSSES. No Limited Partner shall be liable for losses of the Partnership in excess of such Partner's capital contributions to the Partnership.

6.4 The General Partner shall have the right to determine the net distributable cash flow of the Partnership to be distributed to

all Partners.

ARTICLE VII

ADMINISTRATION

7.1 MANAGEMENT. The business of the Partnership shall be under the management of the General Partner. The Limited Partners generally will not participate in the management or control of the business of the Partnership except as otherwise stated herein.

7.2 GENERAL PARTNER ACTIVITY. The General Partner has other business interests that take a substantial portion of its time and, accordingly, the General Partner shall be required to devote to the Partnership business the time and attention that it, in its sole discretion, shall determine is necessary.

7.3 SALARY OF GEORGE J. ROSEN. GEORGE J. ROSEN or the General Partner shall receive an annual guaranteed salary as required by IRC 704(e) for his services to the Partnership. Such salary shall be deducted from Partnership income in determining the net profits and losses and cash flow of the Partnership. GEORGE J. ROSEN'S compensation shall be reviewed and adjusted periodically as necessary to provide him with reasonable compensation as required by Internal Revenue Code Section 704(e).

ARTICLE VIII

DEATH OR WITHDRAWAL

8.1 GENERAL PARTNER. If the General Partner shall be dissolved, VERA ROSEN shall immediately step in as Successor General Partner, and be entitled to receive reasonable compensation. If the General Partner becomes bankrupt, withdraws

from the Partnership, the Partnership shall dissolve and thereafter conduct only those activities necessary to wind up its affairs and liquidate. The General Partner cannot be removed except with the consent of 100% vote of all Partnership interests.

8.2 LIMITED PARTNER. Upon the death or withdrawal from the Partnership of a Limited Partner, the Partnership shall distribute to such Limited Partner or to the successor in interest of such Limited Partner an amount equal to the fair market value of such Partner's interest in the Partnership, such amount to be distributed in equal monthly installments over a period of three years from the date of such death or withdrawal. If the General Partner and the withdrawn Limited Partner, or the successor in interest of a deceased Limited Partner, fail to agree on the fair market value of the Limited Partner's interest in the Partnership, such value shall be determined by arbitration under the rules of the American Arbitration Association. Upon the written consent of the surviving Partners, the successor in interest of a deceased Limited Partner may continue in the Partnership as a limited partner.

8.3 INTEREST ON UNPAID BALANCE. Interest on any unpaid balance due upon the liquidation of the interest of a withdrawn or deceased Limited Partner shall be paid at the prime rate of interest charged from time to time by the Commercial Bank of Florida on short-term loans to its most credit-worthy customers.

ARTICLE IX

TRANSFER OF LIMITED PARTNER'S INTEREST

9.1 A. PROHIBITION ON TRANSFER. A Limited Partner shall not transfer all or any portion of his or her interest in the Partnership except with the express written consent of the General Partner and 65% of the Partners holding Limited Partnership interests and except as provided in this Article IX. Any purported transfer of a Limited Partner's Partnership interest not in conformance with this Article IX shall be null and void and of no effect.

B. Notwithstanding Paragraph A. of 9.1, GEORGE J. ROSEN, TRUSTEE OF THE GEORGE J. ROSEN REVOCABLE TRUST AGREEMENT DATED MARCH 21, 1991, has the unrestricted right to gift or assign any or all of its Limited Partnership interest without consent of anyone. The assignee shall have all rights and powers of a limited partner as set forth herein.

9.2 SALE OF INTEREST. A Limited Partner cannot sell all or a portion of his or her Partnership interest except with the consent of 65% vote of all partners and only under the following conditions:

(a) The Limited Partner shall give written notice ("notice of sale") to the Partnership or to the remaining parties of his or her intent to sell such interest (or portion thereof) and shall attach to such notice a photocopy of a written offer of a prospective purchase of such interest containing all details of the identity of the purchaser, the purchase price, and the terms of payment, and certified by the Limited Partner that the offer is

genuine and in all respects what it purports to be.

(b) The Partnership or the remaining parties shall have the option for a period of thirty days after the receipt of the notice of sale ("the option period") by giving written notice of such exercise ("notice of exercise") to the Limited Partner to retire the entire interest of the Limited Partner at the price and on the terms of the offer attached to the notice of sale.

(c) If the Partnership or remaining Partners, as the case may be, does not exercise the option provided in paragraph (b) of this section 9.2, for a period of sixty days following the termination of the option period, the Limited Partner shall be free to sell the interest in the Partnership that was the subject of the notice of sale to the person, at the price and on the terms contained in the notice of transfer. Any such transfer shall only confer on "assignee's interest" in the Partnership.

(d) If the Partnership exercises the option granted to it in paragraph (b) of this section 9.3, the Limited Partner who gave the notice of transfer may, within ten days after receiving the Partnership's notice of exercise, cancel the transfer contemplated and notify the Partnership in writing of such action, in which event the option of the Partnership shall terminate and the Limited Partner shall not transfer his or her interest except by again complying with this Article IX.

9.3 If it is determined by the Internal Revenue Service that a completed gift has not occurred as a result of an assignment to a third party who would be an assignee/limited partner, because of

lacking of rights in the assignee, then the assignee is hereby granted such additional rights to cause a completed gift and assignment to a third person to have occurred. Any transfer to a third party shall always include a transfer of the pro rata capital interest similar to the share of profits.

ARTICLE X DISSOLUTION

10.1 WINDING UP OF PARTNERSHIP. Upon a voluntary dissolution, requiring written consent of at least 65% of all parties, general and limited the Partnership shall commence to share profits and losses during the period of liquidation in the same proportion as before the dissolution. The proceeds from the liquidation of Partnership assets shall be applied as follows:

(a) To payment of the creditors of the Partnership, other than the Partners, in the order of priority provided by law.

(b) To payment to the Partners for unpaid salaries, and for the credit balances, pro rata, in their drawing accounts.

(c) To payment to the Partners, pro rata, for the balances in their capital accounts.

If there is a deficit in the capital account of the General Partner after the liquidation of the interests of the Partners in the Partnership, within ninety days after the close of the Partnership fiscal year in which the liquidation occurs the General

Partner shall contribute to the Partnership the amount of such deficit.

Notwithstanding the foregoing, the parties shall have, at any time, the unilateral right to liquidate the Partnership.

10.2 GAIN OR LOSS ON DISSOLUTION. Any gain or loss realized by the Partnership on the disposition of Partnership properties in liquidation shall be credited or charged, as the case may be, to the Partners in the proportion in which they share profits and losses as provided in section 6.1 hereof. Any property distributed in kind to the Partners in liquidation of their interests in the Partnership shall be treated as though the property had been sold at its fair market value and the proceeds of the sale distributed.

10.3 COURT DISSOLUTION. The Partners agree that irreparable damage would be done to the goodwill and reputation of the Partnership if any Partner brought a court action to dissolve the Partnership. Accordingly, each Partner hereby waives and renounces the right to seek a court decree of dissolution or to seek a court appointed liquidator for the Partnership.

ARTICLE XI

ARBITRATION

Any claim or controversy arising from the Partnership Agreement which cannot be resolved by the Partners shall be settled by arbitration under the rules of the American Arbitration Association, and any judgment from such arbitration may be entered

in any court having jurisdiction.

ARTICLE XII

INSURANCE

The Partnership may acquire and own life insurance on the lives of George Rosen and/or Vera Rosen. In such event, the Partnership, as set forth herein, shall have all ownership rights under any such life insurance policies and may pay all premiums. Notwithstanding the foregoing, neither George Rosen nor Vera Rosen shall have the right to exercise any incidents of ownership over such policies and all such incidents of ownership shall be exercisable by Ellen Seymour. Upon the death of the insured and receipt of any insurance proceeds, such insurance proceeds shall be allocated to Partnership interests other than the decedents/insured.

GENERAL PARTNER
GEOVER, INC.

BY: George J. Rosen, Pres.

LIMITED PARTNER:

George J. Rosen, Trustee
GEORGE J. ROSEN,
TRUSTEE OF THE
GEORGE J. ROSEN REVOCABLE
TRUST DATED DEC. 23, 1981

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST THAT G & V ROSEN FAMILY LIMITED PARTNERSHIP DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF HALLANDALE, STATE OF FLORIDA, HAS NAMED MICHAEL R. FABRIKANT AT 2500 EAST HALLANDALE BEACH BOULEVARD, SUITE 405, HALLANDALE, FLORIDA 33009, AS ITS AGENT TO ACCEPT PROCESS WITHIN FLORIDA.

SIGNATURE: _____

GEORGE J. ROSEN, TRUSTEE
LIMITED PARTNER

DATED: _____

MR. 20/95

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-
STATED FAMILY LIMITED PARTNERSHIP, AT THE PLACE DESIGNATED IN THIS
CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER
AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE
PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE: _____

MICHAEL R. FABRIKANT
Resident Agent

DATED: _____

MR. 20/95

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE the undersigned, an officer duly commissioned by the laws of Florida, on this 20th day of March, 1995, personally appeared GEORGE J. ROSEN, President of GEOVER, INC., and GEORGE J. ROSEN, TRUSTEE OF THE GEORGE J. ROSEN REVOCABLE TRUST AGREEMENT DATED DECEMBER 23, 1981, AS RESTATED ON MARCH 21, 1991, the general partner/limited partner of the G & V ROSEN FAMILY LIMITED PARTNERSHIP, who having been first duly sworn deposes and says:

1. That the total capital contributions for the limited partner is:

George J. Rosen, Trustee, \$957,886.00

George J. Rosen Pres & Trustee
GEORGE J. ROSEN, President of
GEOVER, INC, General Partner
and GEORGE J. ROSEN, TRUSTEE, as
limited partner

SWORN and subscribed before me this 20th day of March, 1995.

I HEREBY CERTIFY that GEORGE J. ROSEN, President of GEOVER, INC., and GEORGE J. ROSEN, TRUSTEE OF THE GEORGE J. ROSEN REVOCABLE TRUST AGREEMENT DATED MARCH 21, 1991 are personally known to me and that they signed the foregoing Affidavit in my presence on this day of MARCH, 1995.

Wendy Fabrikant
NOTARY PUBLIC, State of Florida
Wendy Fabrikant
My Commission Expires:



A95000000595

Law Offices

Michael R. Fabrikant

SPECIALIZING IN
ESTATE PLANNING, WILLS, TRUSTS,
TAXATION, REAL ESTATE,
CORPORATIONS

2500 EAST HALLANDALE BEACH BOULEVARD
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July 21, 1995

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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*****52.50 *****52.50

Re: George J. Rosen and Vera Rosen

Dear Sir:

Please find enclosed the original Dissolution of Limited Partnership and Certificate of Cancellation of G & V Rosen Family Limited Partnership for filing together with a copy of same to be returned to me. I have also enclosed a check in the amount of \$52.50.

Very truly yours,



MICHAEL R. FABRIKANT

MRF/glm
Enclosures

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8-1-95aw

FILED
1995 JUL 31 PM 2:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DISSOLUTION OF LIMITED PARTNERSHIP
AND
CERTIFICATE OF CANCELLATION
OF
G & V ROSEN FAMILY LIMITED PARTNERSHIP

FILED
1995 JUL 31 PM 2:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Florida Statutes 620.113 and 620.157, all of the Partners hereby consent to dissolve and cancel this G & V FAMILY LIMITED PARTNERSHIP and state as follows:

1. The name of the Limited Partnership to be dissolved and cancelled is G & V ROSEN FAMILY LIMITED PARTNERSHIP. .
2. The G & V ROSEN FAMILY LIMITED PARTNERSHIP was filed on April 6, 1995.
3. The G & V ROSEN FAMILY LIMITED PARTNERSHIP hereby submits this Dissolution of Limited Partnership and Certificate of Cancellation on the basis that the Partnership has never been and/or is no longer in business.
4. This Dissolution of Limited Partnership and Certificate of Cancellation shall be effective upon its filing date with the Department of State, which shall be April 6, 1995.
5. All partners, general and limited, of the G & V ROSEN

FAMILY LIMITED PARTNERSHIP have consented to this dissolution and cancellation.

DATED this 21st day of July, 1995.

FILED
1995 JUL 31 PM 2:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

GENERAL PARTNER:
GEOVER, INC.

By: George Rosen
GEORGE ROSEN, President

(SEAL)

LIMITED PARTNERS:

George Rosen
GEORGE J. ROSEN, TRUSTEE OF THE
GEORGE J. ROSEN REVOCABLE TRUST
DATED DECEMBER 23, 1981, AND AS
RESTATED ON MARCH 21, 1991

Vera Rosen
VERA ROSEN, TRUSTEE OF THE
VERA ROSEN REVOCABLE TRUST DATED
DECEMBER 23, 1981, AND AS RESTATED
ON MARCH 21, 1991

SWORN TO and subscribed before me this 21st day of July, 1995.

I HEREBY CERTIFY that GEORGE J. ROSEN, President of GEOVER, INC., GEORGE J. ROSEN, TRUSTEE OF THE GEORGE J. ROSEN REVOCABLE TRUST AGREEMENT DATED DECEMBER 23, 1981 AND AS RESTATED ON MARCH 21, 1991, and VERA ROSEN, TRUSTEE OF THE VERA ROSEN REVOCABLE TRUST AGREEMENT DATED DECEMBER 23, 1981 AND AS RESTATED ON MARCH 21, 1991 are personally known to me and that they signed the foregoing Dissolution of Limited Partnership and Certificate of Cancellation in my presence on this 21st day of July, 1995.

Wendy Fabrikant
NOTARY PUBLIC, State of Florida
Wendy Fabrikant
My Commission Expires:

