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I ALBRITTON

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** MERMELSTEIN Family Limited Partnership  
Name of Florida Limited Partnership or Limited Liability Limited Partnership

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

Please return all correspondence concerning this matter to:

Suzette M. ALFONSO  
Contact Person

Law ofc. of Samuel J. Kaufman, P.A.  
Firm/Company

3130 Northside Dr.  
Address

Key West, FL 33040  
City, State and Zip Code

SUZETTE@samkaufmanlaw.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

SUZETTE M. ALFONSO at ( 305 ) 292-3926  
Name of Contact Person Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee  
and Certificate of  
Status

☐ \$105.00 Filing Fee  
and Certified Copy

☒ \$113.75 Filing Fee,  
Certified Copy, and  
Certificate of Status

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

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

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2019 MAR 21 PM 3:02  
OFFICE OF THE CLERK  
STATE OF CALIFORNIA

**AMENDED CERTIFICATE AND FIRST AMENDMENT TO  
LIMITED PARTNERSHIP AGREEMENT  
MERMELSTEIN FAMILY LIMITED PARTNERSHIP**

This AMENDED CERTIFICATE AND FIRST AMENDMENT to the MERMELSTEIN FAMILY LIMITED PARTNERSHIP (the "Amendment"), is entered into and effectuated by LAURA ESCOBAR, successor trustee of the DEBORAH A. MERMELSTEIN REVOCABLE TRUST dated July 15, 2016 (on behalf of DEBORAH A. MERMELSTEIN, the General Partner), and DAVID MAX MERMELSTEIN, JANE ELIZABETH MERMELSTEIN, and ANN NAOMI MERMELSTEIN, the Limited Partners, pursuant to authority granted in Section 14D of the MERMELSTEIN FAMILY LIMITED PARTNERSHIP AGREEMENT, dated December 17, 1997 (the "Partnership Agreement").

WHEREAS, pursuant to the terms of the Partnership Agreement, SHELDON MERMELSTEIN and DEBORAH MERMELSTEIN were the initial General Partners of the MERMELSTEIN FAMILY LIMITED PARTNERSHIP (the "Partnership");

WHEREAS, SHELDON MERMELSTEIN died on July 13, 2014;

WHEREAS, DEBORAH A. MERMELSTEIN died on January 11, 2019;

WHEREAS, Section 14D of the Partnership Agreement provides:

In the event of withdrawal, incapacity or death of the last of the surviving General Partners, the Partnership would continue provided that the Limited Partners unanimously agree that it be continued and unanimously agree upon a new General Partner(s). Otherwise, the Limited Partnership shall be dissolved.

WHEREAS, DAVID MAX MERMELSTEIN, JANE ELIZABETH MERMELSTEIN, and ANN NAOMI MERMELSTEIN, constitute all of the Limited Partners of the Partnership.

WHEREAS, on April 6, 2018, DEBORAH A. MERMELSTEIN assigned all of her interest in the Partnership to the DEBORAH A. MERMELSTEIN REVOCABLE TRUST;

WHEREAS, LAURA ESCOBAR is the successor trustee of the DEBORAH A.

MERMELSTEIN REVOCABLE TRUST;

WHEREAS, the undersigned deem it in the best interest of the Partnership to continue the Partnership to effectuate its purpose; and

WHEREAS, the undersigned Limited Partners nominate LAURA ESCOBAR to serve as General Partner of the Partnership, effective immediately; and

WHEREAS, LAURA ESCOBAR accepts the nomination to serve as General Partner of the Partnership.

NOW, THEREFORE, it is hereby agreed as follows:

- A. The Partnership shall not be dissolved and shall continue to effectuate its purpose and to facilitate winding up the Partnership affairs.
- B. LAURA ESCOBAR shall serve as the new General Partner; however, the interest assigned by DEBORAH A. MERMELSTEIN to the DEBORAH A. MERMELSTEIN REVOCABLE TRUST shall continue to be owned by the DEBORAH A. MERMELSTEIN REVOCABLE TRUST and shall not be deemed owned by LAURA ESCOBAR for tax or any other purposes.
- C. Amendment in Effect. Except as hereby amended, the Partnership Agreement shall remain in full force and effect.
- D. Applicable Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Florida.
- E. Severability. Each provision of this Amendment shall be considered severable and if for any reason any provisions herein are determined to be invalid or unenforceable, such invalidity or unenforceability shall not impair the operation of or affect those portions of this Amendment that are valid and enforceable.

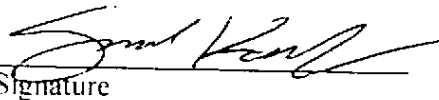
IN WITNESS WHEREOF, this Amendment has been executed as of day and year first written above.

[Signatures on Following Pages]


Witnesses:

  
Signature

Maria Escobar-Gonzalez  
Printed Name

  
Signature

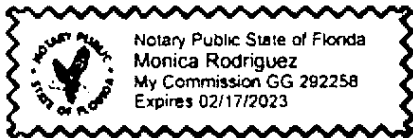
SAMUEL KAUFMAN  
Printed Name

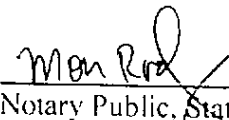
  
LAURA ESCOBAR  
Successor Trustee of  
DEBORAH A. MERMELSTEIN  
REVOCABLE TRUST and  
New General Partner

STATE OF FLORIDA  
COUNTY OF MONROE

§  
§

The foregoing instrument was acknowledged before me on 3/8 2019, by  
LAURA ESCOBAR, who is personally known to me or who produced the following as  
identification: \_\_\_\_\_.



  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
Commission #: GG 292258  
Commission Expires: 2/17/23

[This space intentionally left blank]

Witnesses:

[Signature]  
Signature

Aaron Mermelstein  
Printed Name

[Signature]  
DAVID MAX MERMELSTEIN  
Limited Partner

[Signature]  
Signature

Kai Blagburn  
Printed Name

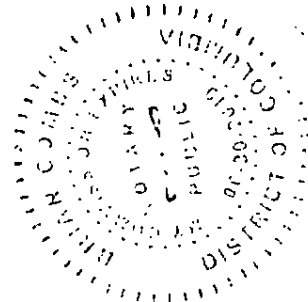
STATE OF Washington  
COUNTY OF \_\_\_\_\_

§  
§

The foregoing instrument was acknowledged before me on March 9, 2019, by  
DAVID MAX MERMELSTEIN, who is personally known to me or who produced the following  
as identification: drivers license.

[Signature]  
Notary Public, State of Washington  
Printed Name: Brian G. [Signature]  
Commission #:  
Commission Expires: 6/30/19

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Witnesses:

[Signature]  
Signature

Laura Escobar  
Printed Name

[Signature]  
Signature  
James Roark  
Printed Name

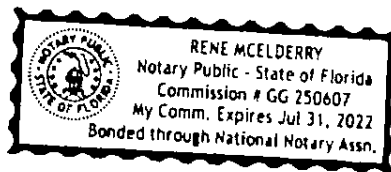
Ann Naomi Mermelstein  
ANN NAOMI MERMELSTEIN  
Limited Partner

STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me on 2/17, 2019, by ANN NAOMI MERMELSTEIN, who is personally known to me or who produced the following as identification: personally known to me.

[Signature]  
Notary Public, State of Florida  
Printed Name: Rene McEldey  
Commission #: GG 250607  
Commission Expires: 7/31/2022

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Witnesses:

Slot Noble  
Signature

SLOTT NOBLE  
Printed Name

Jane Elizabeth Mermelstein  
JANE ELIZABETH  
MERMELSTEIN  
Limited Partner

Ravi Fareses Sermeno  
Signature

RAVI FAREDES SERMENO  
Printed Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

§  
§

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2019, by JANE ELIZABETH MERMELSTEIN, who is personally known to me or who produced the following as identification: \_\_\_\_\_.

*see attached*

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed Name:  
Commission #:  
Commission Expires:

[End of Document]



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On 2-15-2019 before me, Paula Siegel Notary Public  
(insert name and title of the officer)

personally appeared Jane Elizabeth Mermelstein,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Paula Siegel (Seal)

