

2007 FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Jul 13, 2007 8:00 am
Secretary of State

07-13-2007 90085 046 ***150.00

DOCUMENT # P94000028548 1. Entity Name NEW LOBSTER COMPANY					
Principal Place of Business 2760 W 81 ST HIALEAH, FL 33016			Mailing Address P.O. BOX 160460 HIALEAH, FL 33016-0008		
2. Principal Place of Business - No P.O. Box #		3. Mailing Address P.O. BOX 145027			
Suite, Apt. #, etc.		Suite, Apt. #, etc.			
City & State		City & State Coral Gables, FL 33114		4. FEI Number 65-0491322	
Zip		Country USA		5. Certificate of Status Desired <input type="checkbox"/> \$8.75 Additional Fee Required	
6. Name and Address of Current Registered Agent CT CORPORATION SYSTEM 1200 S. PINE ISLAND RD. PLANTATION, FL 33324			7. Name and Address of New Registered Agent Name Street Address (P.O. Box Number is Not Acceptable) City FL Zip Code		
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 _____ (NOTE: Registered Agent signature required when reinstating) DATE _____					
FILE NOW!!! FEE IS \$150.00 Due by September 14, 2007		9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> \$5.00 May Be Added to Fees		In accordance with s. 607.193(2)(b), F.S., the corporation did not receive the prior notice.	
10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11		
TITLE NAME STREET ADDRESS CITY-ST-ZIP	P MECOZZI, MILTON L 21050 POINT PL, APT #1602 AVENTURA, FL 33180	<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP	S MECOZZI, MILTON JR 7425 SW 115 ST PINECREST, FL 33156	<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP	(Empty)	<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP	(Empty)	<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP	(Empty)	<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP	(Empty)	<input type="checkbox"/> Delete			
TITLE NAME STREET ADDRESS CITY-ST-ZIP	(Empty)	<input type="checkbox"/> Delete			
12. 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 or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.					
SIGNATURE: X Harry Susskind, Receiver				7/9/07 305) 825-0825	
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR				Date Daytime Phone #	

CAROL SOKOLOW, C.P.A., P.A.

CERTIFIED PUBLIC ACCOUNTANTS
SUITE 700, DADELAND TOWERS

9500 SOUTH DADELAND BOULEVARD
MIAMI, FLORIDA 33156

JERRY SOKOLOW, C.P.A.

CAROL SOKOLOW, C.P.A.

MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

TELEPHONE
(305) 357-3700
FACSIMILE
(305) 421-3381
E-MAIL

carol@sokolowcpa.com
jerry@sokolowcpa.com

ATTACHMENT

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July 5, 2007

Florida Department of State
Secretary of State
Division of Corporations
P.O. Box 8700
Tallahassee, FL 32314

RE: New Lobster Company
FEIN: 65-0491322
Annual Report 2007

Dear Madam or Sir:

As indicated by the attached order, Harry Susskind was appointed Receiver on February 26, 2007. As such, he is authorized to manage the assets and perform other activities related to these assets. He did not find any prior notices from the Department of State for the filing of the 2007 annual report. It is at this time, upon receipt of the notice of intent to dissolve the corporation, that the attached annual report and the \$150 annual fee is hereby submitted by the Receiver

Please accept the annual report as filed timely.

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Carol Sokolow

Carol L. Sokolow, C.P.A.
Enclosures

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IN THE CIRCUIT COURT FOR THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 07-05528 CA40

CITIBANK, N.A.,

Plaintiff,

v.

BOBBERY ENTERPRISES, INC.
a Florida Corporation, NEW LOBSTER
COMPANY, a Florida corporation, ST.
JUDE INVESTMENTS, L.L.C., a Florida
limited liability company, PALME
INVESTORS, L.L.C., a Florida
limited liability company, MILTON
MECOZZI, SR., an individual, and
MILTON MECOZZI, JR., an individual,

Defendants.

FILED FOR RECORD
2007 FEB 26 PM 1:06
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
CIVIL #81

AGREED ORDER APPOINTING RECEIVER*

THIS CAUSE having come before the Court on Feb 26, 2007, upon CitiBank, N.A.'s Verified Complaint and Motion for Appointment of Receiver directed to Defendants, BOBBERY ENTERPRISES, INC. and NEW LOBSTER COMPANY, the Court having reviewed the file and being otherwise fully advised in the premises, and based upon the agreement of the parties, the Court hereby finds that a Receiver is necessary in order to preserve and protect the interests of Plaintiff; that the Court has jurisdiction over the subject matter and parties of this cause, and that all parties agree to the appointment of a Receiver under the terms set forth herein, it is hereby:

ORDERED AND ADJUDGED that:

*While Defendants consent to this Order, they did not review nor consent to the allegations of the Verified Complaint or the Motion for Appointment of Receiver

MIA#2590017.1

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

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1. Harry Susskind is hereby appointed Receiver of the following described personal property (the "Property") of Defendants, Bobbery Enterprises, Inc. and of New Lobster Company, wherever located:

All accounts and all goods whose sale, lease or other disposition by Debtor has given rise to accounts and have been returned to or repossessed or stopped in transit by Debtor;

All chattel paper, instruments, documents, documents of title and general intangibles (including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, claims against carriers and shippers, promissory notes, guarantee claims, contract rights, security interest, security deposits and any rights to indemnification);

All inventory;

All good and interests in property of any kind, nature, description whatsoever, whether tangible or intangible, whether real or personal;

All investment property;

All supporting obligations, including without limitation, guaranties and letter-of-credit rights;

All equipment;

All of Debtor's now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present, and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing; and

All additions and accessions to, substitutions for, and replacements,

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products and proceeds of the foregoing property, including without limitation, proceeds of all insurance policies insuring the foregoing property, and all of the Debtor's books and records, U.S. mail, mail boxes and post office boxes relating to any of the foregoing and to Debtor's business.

As used in this paragraph, the term "Debtor" refers to Bobbery Enterprises, Inc. and New Lobster Company, jointly and individually.

3. Such appointment shall continue during the pendency of this action subject only to further Order of this Court which Plaintiff or Defendants are entitled to seek.

The Receiver in his discretion shall manage and operate the subject Property including but not limited to controlling all funds generated by the subject Property and maintaining and controlling all records of the Property.

4. The Receiver is hereby authorized to enter and take possession of the subject Property and to do and perform any or all of the following actions:

- i. Manage the Property;
- ii. Sell any part or parts thereof and upon such terms and conditions as the Receiver may in his discretion deem proper upon reasonable commercial terms;
- iii. Demand, collect, sue for, attach, levy, recover, receive, compromise and adjust and make, execute and deliver receipts and releases for all issues, profits and other amounts that may now be or may hereafter become due, owing or payable with respect to the Property or any part thereof from any present or future purchaser thereof;
- iv. Make arrangements with the Defendants and/or others for the storage and processing of the subject Property;
- v. Pay from and out of issues and profits collected in respect to the Property or any part thereof or from or out of any other funds all charges required to be paid under any agreement which might otherwise result in a lien on the Property;
- vi. Pay any taxes, assessments, water rates, sewer rates or other governmental charges assessed or imposed against the Property or any portion thereof and any and all other charges, costs or expenses

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which it may become necessary or advisable for the Receiver to pay in the management or operation of the property including without limiting the generality of any rights, powers, privileges and authority previously conferred, for renting space in which the property is to be stored, any legal expenses in enforcing claims, preparing papers or for any other service that may be required; and

- vii. Generally to do, execute and perform any other act or deed, matter or thing whatsoever that ought to be done, executed or performed in and about or with respect to the Property.

5. The Receiver is directed and required to keep full and complete records of all income, expenses, assets, and disbursements of or from the subject Property. Any funds of or from the Property shall be maintained in a segregated account. If necessary ~~the Receiver shall submit and file with this Court monthly statements of income and~~ disbursements during the pendency of the Receivership.

6. The Receiver is directed and required to submit and file within thirty days after the entry of this order true and complete inventories of all Property belonging to BOBBERY ENTERPRISES, INC. and of all Property belonging to NEW LOBSTER CO., which comes into its possession.

7. The Receiver may at any time upon prior notice to all parties in this action apply to the Court for further or other instructions or powers whenever said instructions or additional powers shall be deemed necessary in order to enable her to perform properly and legally all the duties of the office and to maintain, operate and preserve and protect the subject Property.

8. During the pendency of this action all parties, their officers, directors, agents, employees, assigns and attorneys and all parties claiming through them shall cooperate with the Receiver in order to preserve and maintain the subject Property. Nothing in this Agreed Order shall be deemed a waiver of any Fifth Amendment or similar constitutional rights.

- 9. All persons in possession of any personalty related to the subject Property,

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shall forthwith turn over to the Receiver such personalty including all keys to the Property.

10. Defendants have waived the filing or posting of any bond by the Receiver and by Plaintiff.

11. The Sheriff may assist and aid the Receiver in his performance of his duties hereunder and at the commencement of his duties as might be necessary without further order of this Court.

DONE AND ORDERED at Miami, Miami-Dade County, Florida, at
1:05 a.m./p.m., this 26 day of Feb, 2007.


CIRCUIT COURT JUDGE

Copies furnished to:

Alan M. Grunspan, Esq.
Defendants' Counsel
Receiver

DONALD D. HUBBARD
CIRCUIT JUDGE

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that the foregoing is a true and correct copy of the
original on file in this office. 26 AD 20
HARVEY RUVIN, Clerk of Circuit and County Courts
Deputy Clerk 

