2007 FOR PROFIT CORPORATION ANNUAL REPORT

Jul 13, 2007 8:00 am Secretary of State 07-13-2007 90085 046 ***150.00 **DOCUMENT # P94000028548 NEW LOBSTER COMPANY** TUIL Principal Place of Business Mailing Address P.O. BOX 160460 2760 W 81 ST HIALEAH, FL 33016 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. 07052007 Chg-P CR2E034 (12/06) 4. FEI Number Applied For City & State City & State Coral Gables FL 33114 65-0491322 Not Applicable Zip Country Country \$8.75 Additional 5. Certificate of Status Desired USA Fee Required 7. Name and Address of New Registered Agent 6. Name and Address of Current Registered Agent CT CORPORATION SYSTEM Street Address (P.O. Box Number is Not Acceptable) 1200 S. PINE ISLAND RD. PLANTATION, FL 33324 City Zip Code FL 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. Lam familiar with, and accept the obligations of registered agent. SIGNATURE. Signature, typed or printed name of registered agent and title if applicable (NOTE: Registered Agent signature required when reinstating) DATE 9. Election Campaign Financing \$5.00 May Be FILE NOWILL FEE IS \$150.00 In accordance with s. 607.193(2)(b), F.S., the Trust Fund Contribution. Added to Fees corporation did not receive the prior notice. Due by September 14, 2007 10. OFFICERS AND DIRECTORS ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11 TITLE ☐ Delete TITLE MECOZZI, MILTON L NAME NAME STREET ADDRESS 21050 POINT PL. APT #1602 STREET ADDRESS AVENTURA, FL 33180 CITY-ST-ZIP CITY-ST-ZIP TITLE Delete TITLE Change Addition MECOZZI, MILTON JR NAME NAME STREET ADDRESS 7425 SW 115 ST STREET ADDRESS PINECREST, FL 33156 CITY-ST-ZIP CITY-ST-7/P TITLE Change ☐ Addition TITLE ☐ Delete NAME NAME STREET ADDRESS STREET ADDRESS CITY-ST-ZIP CITY-ST-ZIP TITLE ☐ Delete TITLE ☐ Change Addition NAME NAME STREET ADDRESS STREET ADDRESS CITY-ST-ZIP CITY-ST-ZIP TITLE ☐ Delete TITLE ☐ Change ☐ Addition NAME STREET ADDRESS STREET ADDRESS CITY-ST-ZIP CITY-ST-ZIP TITLE ☐ Defete TITLE ☐ Change ☐ Addition NAME NAME STREET ADDRESS STREET ADDRESS CITY-ST-ZIP CHY-ST-ZIP 12. I hereby certify that the information supplied with this filling 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

7/9/07

changed, or on an attachment with an address, with all other like empowered

FILED

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

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9500 SOUTH DADELAND BOULEVARD

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July 5, 2007

Florida Department of State Secretary of State Division of Corporations P.O. Box 8700

CAROL SOKOLOW, C.P.A.

AMERICAN INSTITUTE OF

CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF

CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS

RE: New Lobster Company

Tallahassee, FL 32314

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 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.: 07-05526 (A40

CITIBANK, N.A.,

Plaintiff,

٧.

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.



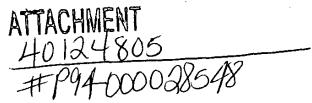
AGREED ORDER APPOINTING RECEIVER*

THIS CAUSE having come before the Court on Local 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 PARE HARVEY RUVIN, CLERK



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;

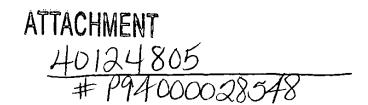
All investment property;

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,



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;
 - 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

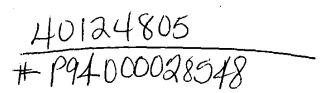
ATTACHMENT

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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,

ATTACHMENT



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.n	n./p.m, this	26	_day of _	Feb 21	007.		
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Copies furnished to:

Alan M. Grunspan, Esq. Defendants' Counsel Receiver

STATE OF FLORIDA COUNTY OF DADE

I HEREBY CERTIFY that the fore-directly properties copy of the

original on file in this office.

HARVEY BUVIN, Clerk of Circuit and County Courts

Deputy Clark