

LD3000039269

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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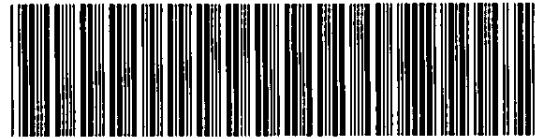
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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09/27/12--01024--003 \*\*60.00

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12 SEP 27 AM 11:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** RED POINT L.L.C  
(Name of Limited Liability Company)

The enclosed Articles of Dissolution and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

VICTOR HERNANDEZ  
(Name of Person)  
(Firm/Company)  
8608 N.W. 113 CT  
(Address)  
DORAL, FL 33178  
(City/State and Zip Code)

For further information concerning this matter, please call:

DISGLA HERNANDEZ at (954) 804-1376  
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$25.00 Filing Fee
- 30.00 Filing Fee & Certificate of Status
- \$55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

ARTICLES OF DISSOLUTION  
FOR  
A LIMITED LIABILITY COMPANY

FILED  
12 SEP 27 AM 11:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1. The name of a limited liability company is RED POINT L.L.C

2. The Articles of Organization were filed on 10/14/2003 and assigned document number L03000039269

3. The date the dissolution was approved: 09/19/2012

4. A description of occurrence that resulted in the limited liability company's dissolution pursuant to section 608.441, Florida Statutes, (copy 608.441 on back cover letter).  
(c) WRITTEN CONSENT of all of the members of the  
LIMITED LIABILITY COMPANY.

5. CHECK ONE:

- All debts, obligations and liabilities of the limited liability company have been paid or discharged.
- OR-
- Adequate provision has been made for the debts, obligations and liabilities pursuant to s. 608.4421.

6. All remaining property and assets have been distributed among its members in accordance with their respective rights and interests.

7. CHECK ONE:

- There are no suits pending against the company in any court.
- OR-
- Adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against it in any pending suit.

Signatures of the members having the same percentage of membership interests necessary to approve the dissolution:

Signature \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name  
JOHN LONDONO  
VICTOR HERNANDEZ.  
DISGLA HERNANDEZ  
\_\_\_\_\_  
\_\_\_\_\_

## LIMITED LIABILITY DISSOLUTION AGREEMENT

**THIS AGREEMENT** made as of September 19, 2012 between Disgla Hernandez, a married woman joined by her Husband (hereinafter, "Party 1") of 8608 NW 113<sup>th</sup> Ct., Doral, FL 33178, Victor Hernandez, a married man joined by his wife (hereinafter, "Party 2") of 8608 NW 113<sup>th</sup> Ct., Doral, FL 33178, and John Londono, a Single Man (hereinafter, "Party 3") of 4580 NW 107 Ave. No. 108, Doral, FL 33178,

**WHEREAS** the parties hereto (hereinafter, the "Partners") entered into a partnership with one another (the "Partnership") pursuant to a written partnership agreement dated October 14, 2003 to carry on the business of real estate sales as Real Estate Brokers with principal offices at 10530 NW 26 ST., F-106, MIAMI FL 33172 under the name RED POINT, LLC:

**WHEREAS** this Agreement is entered into by Partners to provide for the dissolution and orderly winding up of the Partnership business.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereafter set out, the parties hereto agree as follows:

1. The Partners hereby agree the Partnership to be dissolved, effective October 15, 2012 or at such date in which the partnership is released from their lease and ceases to actively operate as a Real Estate Brokerage company, but shall be no later than December 31, 2012, (hereinafter, the "Dissolution Date") and the Partners agree that the Partnership be wound up and liquidated as of and following the Dissolution Date.
2. All partners shall equally participate as the 'Liquidating Partner' to liquidate and wind up the Partnership. Effective the Dissolution Date, no other Partner shall or cause to act on behalf of or bind the Partnership, represent in an official capacity or manage and control the Partnership for the purposes of its liquidation.
3. Other than the liquidation proceeds, none of the Partners shall be entitled to any form of compensation, make withdrawals or receive any interest on their contributions or respective shares of the Partnership capital after the Dissolution Date.
4. All Partners shall be equally responsible for the liquidation and winding up of the Partnership in accordance with this Agreement and as per law. The Partners shall consult each other and be in unanimous agreement to do all such things as may be required to liquidate the Partnership and shall have the unanimous consent of all Partners before selling or transferring Partnership assets, engaging professional services, signing and submitting tax matters, executing and recording the statement of dissolution of Partnership, paying and settling debts and distributing Partnership assets to the respective Partners.
5. Effective the Dissolution Date, liquidation proceeds shall be first applied to pay all debts and liabilities of the Partnership, and will be assumed by the Partners pro rata in the same proportion. In the event that the Partners must contribute back for the liabilities of the Partnership, then that payment must be received by all Partners with 5 days of such request and failure to do so will be a penalty of \$50 per day which shall be divided amongst the complying Partners for each day the non-complying partner fails to pay. All of the assets and proceeds of the Partnership, if any remaining after paying all debts and liabilities, will be distributed to the Partners pro rata in accordance with their respective interests in the Partnership and in the following manner:

Disgla Hernandez - 25%  
Victor Hernandez - 25%  
John Londono - 50%

6. Each Partner hereby indemnifies and saves harmless the other Partner from and against any claims, demands, actions, losses and damages suffered by such Partners resulting from the failure of the Partner to pay and discharge any portion of any Partnership liability which such Partner has assumed by virtue of this Agreement.


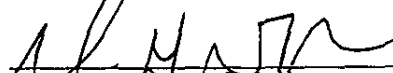
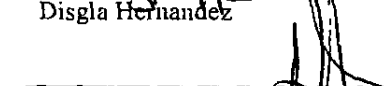

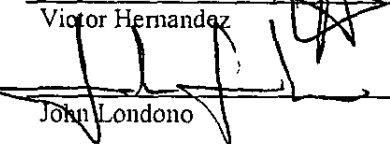
7. The Partners hereby release and forever discharge one another from any and all claims, demands, actions, losses and damages whatsoever arising from or relating to the Partnership, with the exception of any claims, demands, actions, losses and damages arising from or resulting from the terms and conditions of this Agreement.

8. The Partners agree that Victor Hernandez and Disgla Hernandez can establish another company with the name Red Point, Red Point USA, and/or Red Point USA Florida. For the privilege of the use of the name Red Point, Victor Hernandez and Disgla Hernandez shall compensate John Londono in the amount of \$3,000.00. John Londono hereby forever releases any claim against Victor Hernandez and Disgla Hernandez, their successors, heirs and/or assigns from any liability for use of the name. The original logo, slogan, similar color scheme, marketing materials and phone numbers of the Limited Liability Company shall not be used in a future venture without the express permission of all Partners.

9. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.

10. This Agreement is executed in the State of Florida. If any partner or partners dispute any portion of this Agreement, now or in the future, all parties agree to submit to the jurisdiction of Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

 Disgla Hernandez	9/19/2012 Date	 Witness:
 Victor Hernandez	09-19-12 Date	 Witness:
 John Londono	9/19/12 Date	