

L14000 191 871

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

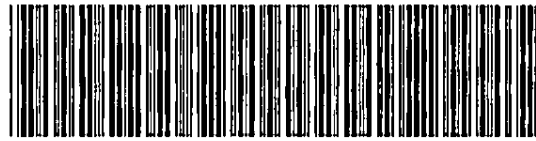
(Business Entity Name)

(Document Number)

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

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*Dissolution*

DEC 19 2019

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**COVER LETTER**

TO: Registration Section  
Division of Corporations

SUBJECT: Mad IV LLC  
(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:

Michael E. Harris  
(Name of Person)

Mad IV LLC  
(Firm/Company)

241 Central Avenue  
(Address)

St Petersburg FL 33701  
(City/State and Zip Code)

For further information concerning this matter, please call:

Michael Harris at (727) 422-8348  
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

\$25.00 Filing Fee and Certificate of Dissolution

\$55.00 Filing Fee, Certificate of Dissolution & 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

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ARTICLES OF DISSOLUTION  
FOR  
A LIMITED LIABILITY COMPANY

1. The name of a limited liability company is

Mad IV LLC

2. The Articles of Organization were filed on Dec 17, 2014 and assigned

document number L14000191871

3. The delayed effective date the dissolution if not effective on the date of filing: \_\_\_\_\_  
(effective date cannot be prior to or more than 90 days later than date document is received for filing)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

4. A description of occurrence that resulted in the limited liability company's dissolution pursuant to section 605.0707, Florida Statutes, (copy 605.0707 on back cover letter).

sell of A Taste for Wine

5. If there are no members, enter the name and address of the person appointed to wind up the company's activities and affairs:

Michael Harris

175 1st Street S # 2503

St Petersburg FL 33701

6. Signature of an authorized person or if there are no members, the signature of the person appointed and listed above to wind up the company's activities and affairs:

Michael E Harris

manager Michael Harris

manager Danyelle Paul

Signature

Printed Name

FILING FEE: \$25.00

FILED  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
19 NOV 22 PM 5:18

## MUTUAL RELEASE AND NON-DISPARAGEMENT AGREEMENT

This Mutual Release and Non-Disparagement Agreement is entered into this \_\_\_\_ day of August 2019 by and among **MAD IV, LLC, a Florida limited liability company** ("MAD IV"), **DANYELLE PAUL** ("Paul"), **MICHAEL HARRIS** ("Harris") and **JASON FOLEY** ("Foley").

WHEREAS, on or about July 11, 2019 MAD IV, as Seller, and Christopher Ciarcia ("Ciarcia"), as Buyer, entered into an Asset Purchase Contract pursuant to which Ciarcia agreed to purchase business assets owned by MAD IV; and

WHEREAS Foley is a Manager of MAD IV; and

WHEREAS, prior to the execution of the Asset Purchase Contract, MAD IV had sold a boat titled in MAD IV's name; and

WHEREAS, the law firm of Fisher & Sauls, PA is holding in its trust account Forty Five Thousand Dollars (\$45,000.00) representing the proceeds of the sale of the boat; and

WHEREAS MAD IV, Foley, Harris and Paul had agreed that the proceeds of the sale of the boat would be held in trust by Fisher & Sauls, PA pending resolution of the parties' negotiations concerning Ciarcia's purchase of the business assets of MAD IV; and

WHEREAS the parties are desirous of concluding their negotiations and resolving any and all disputes that have arisen between them.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon the closing of the Asset Purchase Contract, Fisher and Sauls, PA is authorized by the parties to and shall disburse the Forty Five Thousand Dollars (\$45,000.00) it is holding in trust as follows:

a. Twenty Nine Thousand, Two Hundred and Fifty Dollars (\$29,250.00) to Foley; and

b. Fifteen Thousand, Seven Hundred and Fifty Dollars (\$15,750.00) to the Trust Account of The William Ward Law Group, PLLC.

2. The proceeds from the closing of the Asset Purchase Contract will be used to pay all the creditors of MAD IV and the balance will be distributed to Harris and Paul, or as they may direct. Foley will not receive any of the proceeds from the Asset Purchase Contract sale.

3. Upon closing of the Asset Purchase Contract, MAD IV, Harris and Paul waive, release, and forever discharge them and their successors, heirs and assigns from all manner of

claims, suits, causes of action, debts, damages, costs, losses and obligations whatsoever, in equity, tort, or otherwise, known or unknown, arising out of or otherwise related to the relationship of the parties.

*[Handwritten mark]*

4. Upon closing of the Asset Purchase Contract, Foley waives, releases, and forever discharges MAD IV, Paul and Harris, their successors, heirs, and assigns from all manner of claims, suits, causes of action, debts, damages, costs, losses and obligations whatsoever, in equity, tort, or otherwise, known or unknown, arising out of or otherwise related to the relationship of the parties.

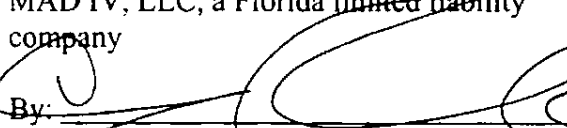
5. Upon closing of the Asset Purchase Contract, MAD IV, Paul, Harris and Foley agree and covenant that they shall make no statement, written or verbal, in any form or media, to any person, nor to the community at large, nor shall they take any action which a reasonable person would consider to be in disparagement of the other including but not limited to negative references to the services, policies, business practices, or any other action taken by the other party.

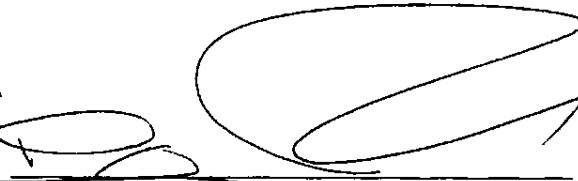
6. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original.

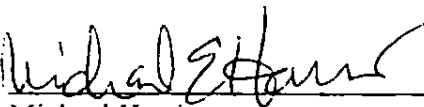
7. The parties agree that Pinellas County, Florida shall be the exclusive venue for an action for breach of this Agreement.

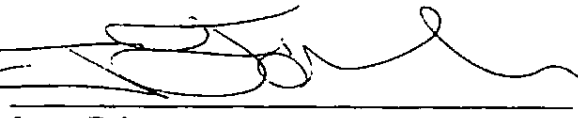
8. The parties hereto participated jointly in negotiation and preparation of this Agreement and each party has had the opportunity to obtain the advice of legal counsel and to review, comment upon, and edit this Agreement. Accordingly, it is agreed that no rule on construction shall apply against or in favor of any party.

MAD IV, LLC, a Florida limited liability company

By:   
Printed Name: Michael Harris  
Title: Member  
Dated: \_\_\_\_\_

  
Danyelle Paul  
Dated: 8/26/19

  
Michael Harris  
Dated: 8-26-19

  
Jason Foley  
Dated: 8/26/19