

L020000000616

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

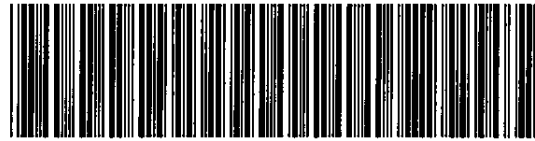
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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11/20/06--01057--014 **35.00

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 JAN 22 PM 3:36

J. BRYAN NOV 21 2006

J. BRYAN JAN 22 2007



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 21, 2006

DAVID MCQUIRE
BERGER TOOMBS ELAM GAINES & FRANK
111 ORANGE AVENUE SUITE 300
FORT PIERCE, FL 34950

SUBJECT: SHOEBOX, LLC
Ref. Number: L02000000616

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We have received your document for SHOEBOX, LLC and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You completed the wrong form

We are enclosing the proper form(s) with instructions for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6043.

Joey Bryan
Document Specialist

Letter Number: 206A00067816

Shoebox, LLC
2596 Delridge Drive SW, Lilburn, GA 30047

January 19, 2007

Florida Department of Revenue
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

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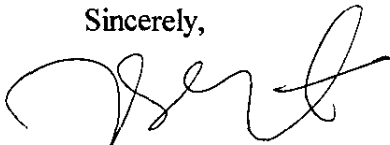
RE: Shoebox, LLC
EIN: 59-2045042
REF#: L02000000616
LETTER#: 206A00667816

Dear Mr. Bryan:

In reference to the captioned letter, Sheenal Patel assigned and released his membership interest in Shoebox, LLC on July 4, 2006. I have attached a copy of that release as well as the Articles of Dissolution.

Please advise if this is sufficient for the dissolution of Shoebox, LLC.

Sincerely,



Nishi Sotkovsky
Shoebox, LLC

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: SHOEBOX, 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:

David McGuire

(Name of Person)

Berger, Toombs, Elam, Gaines & Frank

(Firm/Company)

111 Orange Avenue, Suite 300

(Address)

Fort Pierce, Florida 34950

(City/State and Zip Code)

For further information concerning this matter, please call:

_____ at (_____) _____
(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

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ARTICLES OF DISSOLUTION
FOR
A LIMITED LIABILITY COMPANY

FILED
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DIVISION OF CORPORATIONS
07 JAN 22 PM 3:36

1. The name of a limited liability company is

SHOEBOX, LLC

2. The Articles of Organization were filed on January 8, 2002 and assigned document number

L02000000616

3. The date the dissolution was approved: November 8, 2006

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).

Upon 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.

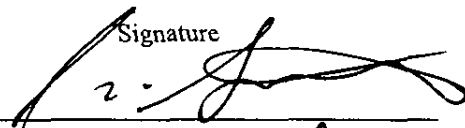
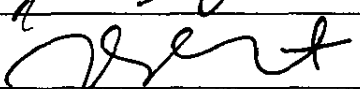
7. CHECK ONE:

☒ 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

Craig Sotkovsky

Nishi Sotkovsky

Sheenal Patel

ASSIGNMENT, RELEASE AND INDEMNIFICATION AGREEMENT

This **ASSIGNMENT, RELEASE AND INDEMNIFICATION AGREEMENT** (this "Agreement") is made by and among Sheenal Patel ("Sheenal") and Craig Sotkovsky ("Craig"), Nishi Patel Sotkovsky ("Nishi"), Shoebox, LLC ("Shoebox") and Nishcra, LLC ("Nishcra") as of June __, 2000.

WHEREAS, Sheenal, Craig and Nishi are currently the sole members of Shoebox and Nishcra, each of which are Florida limited liability companies; and

WHEREAS, Sheenal has agreed to sell, assign and convey his membership interest in each of Shoebox and Nishcra in consideration of (i) a purchase price of One and no/100 Dollar (\$1.00); (ii) a release of any and all claims and obligations with respect to Shoebox and/or Nishcra, of his membership interests in such companies; (iii) a representation from Craig, Nishi, Shoebox and Nishcra that Sheenal is not a guarantor of any indebtedness issued by Shoebox, Nishi, Craig or Nishcra; and (iv) a joint and several indemnification from Craig, Nishi, Shoebox and Nishcra with respect to any and all losses, costs, expenses or damages (including reasonable legal fees and expenses) arising out of or relating to Shoebox or Nishcra or of Sheenal's membership interests in Shoebox or Nishcra.

Now, THEREFORE, the parties hereto agree as follows;

1. **Assignment.** Sheenal hereby assigns, transfers and conveys to Nishi his entire membership interest, without recourse, in each of Shoebox and Nishcra; and Nishi hereby accepts such assignment and agrees to be bound by all of the terms, conditions and obligations relating to such assigned interests, including but not limited to any and all obligations relating to such interests that occurred prior to the date of this assignment, regardless of whether or not such obligation(s) was required to be performed on or prior to the date of this assignment.

2. **Release.** To induce Sheenal to make the assignment of his membership interests in Shoebox and Nishcra as set forth in paragraph 1 above, each of Nishcra, Shoebox, Nishi and Craig hereby unconditionally, irrevocably and absolutely releases and forever discharges Sheenal from any liability arising out of, or relating to, Nishcra, Shoebox, or Sheenal's membership interest in either company.

3. **Representation.** Nishi, Craig Sotkovsky, Nishcra and Shoebox hereby represent to Sheenal that he is not a guarantor on any indebtedness or other obligation of either Nishcra, LLC or Shoebox, LLC.

4. **Indemnification:** Nishcra, Shoebox, Nishi and Craig hereby jointly and severally indemnify and agree to defend Sheenal and hold him harmless from and against any and all claims, losses, damages, judgments or other liabilities, including reasonable attorney's fees and costs, arising out of or relating to Shoebox, Nishcra or Sheenal's membership interests in either company.

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SECRETARY OF CORPORATIONS
JAN 17 2001

5. Miscellaneous:

a. Severability. If any provision of this Assignment and Release Agreement is held invalid or unenforceable by any given court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

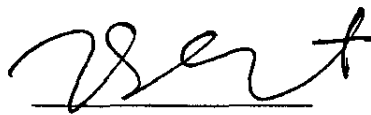
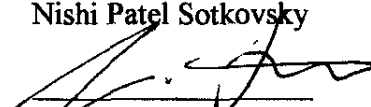
b. Modification: This Agreement may not be changed except in a writing signed by the person(s) against whose interest such change shall operate.

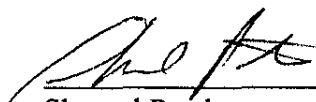
c. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instruments.

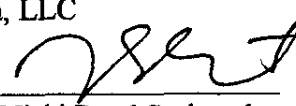
d. Governing Law: This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida.

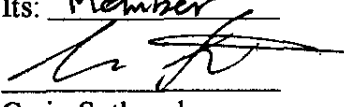
The parties agree to execute such other and further documents as may be required to accomplish the intent and purpose of this agreement.

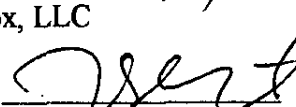
By signing below, the parties acknowledge that they agree to the terms hereof and that they have received a copy of this agreement.

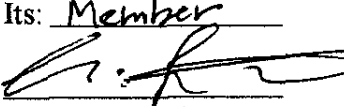

Nishi Patel Sotkovsky
7/14/06
Date

Craig Sotkovsky
7-14-06
Date


Sheenal Patel
7/14/06
Date

Nishcra, LLC
By: 
Nishi Patel Sotkovsky
7/14/06
Date
Its: Member

By: 
Craig Sotkovsky
7-14-06
Date
Its: managing member

Shoebox, LLC
By: 
Nishi Patel Sotkovsky
7/14/06
Date
Its: Member

By: 
Craig Sotkovsky
7-14-06
Date
Its: managing member

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