

LD3000011793

(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



400067141474

03/14/06--01013--002 \*\*25 00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION  
2006 MAR 14 PM 3:34

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** WARD HOLDER REAL ESTATE SERVICES LLC  
(Name of Limited Liability Company)

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

Please return all correspondence concerning this matter to the following:

PATRICIA A. WARD  
(Name of Person)

\_\_\_\_\_  
(Firm/Company)

217 PERUVIAN AVENUE, SUITE #  
(Address)

PALM BEACH, FL 33480  
(City/State and Zip Code)

FILE  
SECRETARY OF STATE  
DIVISION OF CORPORATION  
2006 MAR 14 PM 3:34

For further information concerning this matter, please call:

BERNADETTE GREEN at (561) 805-7660  
(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

1. The name of a limited liability company is

WARD WALDMAN REAL ESTATE SERVICES

2. The Articles of Organization were filed on 4/02/2003 and assigned document number

LO3000011793

3. The date the dissolution was approved: OCTOBER 7, 2005

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).

SEE ATTACHED EXHIBIT "A"

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

Patricia A. Ward  
Douglas A. Holder, Jr.

Printed Name

PATRICIA A. WARD  
DOUGLAS A. HOLDER, JR.

**COPY ORIGINAL**

**MEMBERS AGREEMENT FOR DISSOLUTION**

THIS AGREEMENT made the 7th day of October, 2005, by and among TRICIA WARD ("Ward") AND DOUGLAS HOLDER, JR. ("Holder") (Ward and Holder are hereinafter referred to collectively as "Members"), and WARD HOLDER REAL ESTATE SERVICES, L.L.C., a Florida limited liability company ("Company").

WITNESSETH:

WHEREAS, the Members each own 50% of the Company; and

WHEREAS, the Members have reached an impasse and are deadlocked and are otherwise incapable of operating the Company; and

WHEREAS, the Members have agreed to mutually resolve the dissolution of the Company and the distribution of assets and the collection of revenues and the payment of expenses and have resolved the continued separate operations of the Members.

NOW, THEREFORE, in consideration of the premises aforesaid, all of the covenants, agreements, terms and conditions hereinafter set forth, in consideration of the sum of ONE DOLLAR and other good valuable considerations paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct.
2. Dissolution. The Company shall be dissolved and said dissolution shall be effective on the date of the execution of this Agreement.
3. Assets. All of the Company's current listings shall be distributed to Ward except for the listing of the Seville Hotel in Ft. Lauderdale, Florida, which shall be assigned to Holder or a real estate brokerage company established by Holder. Further, Ward acknowledges that the Listing of Unit 303, at 622 N. Flagler Drive in West Palm Beach, Florida, has expired and is no longer a listing of the Company. The compensation payable under any listing retained by Ward or retained by Holder will belong and be payable to the party retaining such listing. All other assets of the Company except such files pertaining to retained listings and personal property of Holder will be distributed to Ward.
4. Liabilities. All liabilities of the Company will be assumed by Ward which shall specifically include, but not be limited to, indebtedness to Holder in the amount of [REDACTED] all indebtedness of the Company to James Ward, payment of any outstanding rent for the offices of the Company, and all utilities, and other general operational expenses whether or not invoiced as of the date hereof. Ward will indemnify and hold Holder harmless from and against any liability for the liabilities of the

EXHIBIT "A"

2006 MAR 4 PM 3:44  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

TW  
Dn12

Company. In accordance with the limited joinder herein by Douglas Holder Sr., all indebtedness of Douglas Holder Sr. is discharged and released.

5. Future Listings. Holder agrees to list the following properties owned by Holder with Ward Waldman Real Estate Services, LLC, pursuant to the terms and provisions contained in the listing agreements attached hereto as composite Exhibit "A":

500 30<sup>th</sup> Street, West Palm Beach, Florida  
Unit 11E, 529 S. Flagler Drive, west Palm Beach, Florida

In accordance with the limited joinder herein by Douglas Holder Sr., he agrees to list the following property with Ward Waldman Real Estate Services, LLC, pursuant to the terms and provisions contained in the listing agreement attached hereto as Exhibit "B":

175 Sunset Avenue, Palm Beach, Florida

Further, if and when Douglas Holder, Sr., determines, in his discretion, to list and sell property located at 407 Australian Avenue, in West Palm Beach, Florida, in accordance with his limited joinder herein, he agrees to list such property with Ward Waldman Real Estate Services, LLC, pursuant to the same terms and provisions included in the listing agreement attached hereto as Exhibit "B".

In the event that the sale of the property owned by Douglas Holder, Sr., located at 622 North Flagler Drive, West Palm Beach, Florida, to Harold Schaeffer does not close, in accordance with his limited joinder herein, he agrees to list such property with Ward Waldman Real Estate Services, LLC, pursuant to the same terms and provisions included in the listing agreement attached hereto as Exhibit "B" except that the listing will exclude Harold Schaeffer and Abe Gossman and no compensation will be due thereunder if the property is sold to either of the excluded possible purchasers or any entity with whom they are affiliated.

6. Payment to Holder. Simultaneously with the execution hereof, as compensation to Holder for the his interest in the Company and its assets, Ward has paid to Holder the sum of [REDACTED]. Simultaneously with the execution hereof, Ward has paid to Holder the sum of \$[REDACTED] to fully satisfy and discharge the indebtedness of the Company to Holder.

7. Separate Activities of the Parties. Any listings obtained by either Member prior to the date of this Agreement and obtained through a Member or his or her licensed entity other than the Company, and any listings obtained after the date of this Agreement by the Member or his or her licensed entity other than the Company shall be the separate property of the Member or entity obtaining the listing agreement.

8. Winding-Up. The Members shall proceed diligently to wind up the affairs of the Company, including without limitation, giving notice to all listed owners of

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION  
2006 MAR 14 PM 3:34

Tu

the dissolution of the Company and terminating all subagents or other employees and independent contractors of the Company. The Members and each of them shall cause the Company's accountants to make a full and proper accounting of the assets, liabilities and operations of the Company as of and through the date of dissolution.

9. Miscellaneous.

a. Any notice, consent, or other communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been duly and properly given or served for any purpose only if delivered personally with receipt acknowledged or sent by registered or certified mail, return receipt requested, postage and charges prepaid and addressed to the address set forth opposite such person's name on the signature page hereof. Members may change their addresses for the purpose of this Section by notice to the Company at its principal office in the manner herein provided for. Any such notice, consent or other communication shall be deemed to have been given the day it was (a) deposited in a regularly maintained receptacle for the deposit of United States mail or (b) personally delivered with receipt acknowledged.

b. Each of the parties hereto agrees to execute, acknowledge, deliver, file, record and publish such further certificates, instruments, agreements and other documents, and to take all further action as may be required by law or deemed by any Stockholder to be necessary or useful in furtherance of the Company's purposes and the objectives and intentions underlying this Agreement and not inconsistent with the terms hereof.

c. This instrument incorporates the entire agreement among the parties hereto.

d. This Agreement may not be modified or amended except with the consent of the all of the Members.

e. Unless the context otherwise requires, when used herein, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa. A person is deemed to include a person, firm, Company or other entity.

f. Captions are inserted for convenience only and shall not be given any legal effect.

g. This Agreement may be executed in any number of counterparts, and each such counterpart will, for all purposes, be deemed an original instrument, but all such counterparts together will constitute but one and the same agreement.

2008 MAR 14 PM 3:34  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED

DAG TW

h. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, executors, administrators, successors, assignees, vendees and transferees.

i. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the place and as of the day and year first above written.

Witnesses:

Kim Hughes

John Joyner

Tricia Ward

TRICIA WARD

Douglas Holder, Jr.

DOUGLAS HOLDER, JR.

By execution below, Douglas Holder, Sr., only agrees to the specific obligations and discharge of indebtedness imposed upon him by the terms of this Agreement, and he assumes no other obligation or liability to the Company or the Members.

\_\_\_\_\_  
\_\_\_\_\_

DOUGLAS HOLDER, SR.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION  
2006 MAR 14 PM 3:34

TW

Oct 07 05 03:42p

Carolyn Ann Holder

561-659-1107

10/07/2005 15:15 FAX 5610243533

Scott, Harris, Bryan-ET-AL

P. 4

005/005

h. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, executors, administrators, successors, assignees, vendees and transferees.

i. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the place and as of the day and year first above written.

Witnesses:

\_\_\_\_\_  
TRICIA WARD

\_\_\_\_\_  
DOUGLAS HOLDER, JR.

By execution below, Douglas Holder, Sr., only agrees to the specific obligations and discharge of indebtedness imposed upon him by the terms of this Agreement, and he assumes no other obligation or liability to the Company or the Members.

Carolyn Ann Holder

Douglas Holder, Sr.  
DOUGLAS HOLDER, SR.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2006 MAR 14 PM 3:34