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TALLAHASSEE, FLORIDA

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## TRANSMITTAL LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Tenacious Craftsman  
(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 S. Kwashnak

(Name of Person)

Tenacious Craftsman

(Firm/Company)

4510 Ballast Pt Blvd.

(Address)

Tampa FL 33611

(City/State and Zip Code)

For further information concerning this matter, please call:

Michael S. Kwashnak

(Name of Person)

at ( 813 ) 417-4001

(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)

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

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TALLAHASSEE  
FLORIDA

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## Termination Worksheet

Date proposed for termination: February 24, 2005

Reason for termination: Internal conflict

Valuation of limited liability company business: \$ 0

Appraisal of limited liability company property: \$ 0

Who will appraise the limited liability company property? N/A

Does anyone hold a right of first refusal or option to purchase the business? NO

Is an outside purchase or lease of the business involved? NO

If so, what are the proposed terms of the outside purchaser's offer to buy or lease the business?  
N/A

Are these terms unanimously acceptable to the members? YES

Is the business to be sold or leased to an existing member? NO

If so, what are the proposed terms of the existing purchaser's offer to buy or lease the business?  
N/A

Are these terms unanimously acceptable to the members? YES

Will the limited liability company business be discontinued with no purchase of limited liability company assets? YES

What disposition will be made of the limited liability company name? Michael Kwashnak

What date is set for the sale/lease/liquidation of the limited liability company? February 24, 2005

What are the proportionate shares of profits and losses of each member? 0

What is the liquidation or sale value of all of the limited liability company assets? 0

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What is the value of all of the limited liability company liabilities, other than to members? 0

What will be the remaining limited liability company assets after all limited liability company liabilities have been met? 0

How much will be distributed to each member's income account? 0

How much will be distributed to each member's capital account? 0

How much additional limited liability company funds will be distributed to each member?  
0

Who will wind up the limited liability company business? N/A

What is the estimated date for the distribution of the final limited liability company assets?  
N/A

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## Termination of Limited Liability Company Agreement

This Termination of Limited Liability Company Agreement is made on February 24, 2005, by and between Michael Kwashnak, of Tenacious Craftsman, City of Tampa, State of Florida, and Jodie Weber, of Tenacious Craftsman, City of Tampa, State of Florida. It is intended to permanently terminate the limited liability company that was created by the Articles of Organization between the above parties that was dated January 18, 2005, and filed with the State of Florida, on January 7, 2005.

The above noted members agree to terminate their limited liability company under the following terms and conditions:

1. After February 25, 2005, no member shall engage in any further limited liability company business nor incur any further limited liability company obligations, other than to liquidate the assets of the limited liability company and, in general, wind up the limited liability company's affairs.
2. The members agree that each asset of the limited liability company has a present fair market value equal to the asset's value as shown on the financial records of the limited liability company. However, if an asset is sold, the members agree that that asset shall be deemed to have a fair market value equal to its sale price.
3. The members agree that their proportionate shares of the assets and liabilities of the limited liability company are as follows:
4. The limited liability company shall proceed to have an accounting made of all of the assets and liabilities of the limited liability company. The equities of the limited liability company creditors and members shall be determined on the date of the accounting, which shall be no later than February 25, 2005. Any liabilities incurred or funds received by the limited liability company after this date shall be distributed to the members according to their proportionate shares.
5. Any limited liability company assets shall be sold. Any member shall have the right to purchase any limited liability company asset before any sale to an outside purchaser. The proceeds from the sale of the limited liability company assets, along with any limited liability company funds shall be applied to the limited liability company liabilities in the following order:
  - a. To pay all the debts and obligations of the limited liability company
  - b. To the members' income accounts to the members in their proportionate share
  - c. To the members' capital accounts to the members in their proportionate share
  - d. To any remaining assets to the members in their proportionate share.
6. Every member hereby represents that he or she has not obligated the limited liability company in any way that does not appear on the records of the limited liability company, nor


has he or she received any funds or assets that do not appear on the records of the limited liability company.

7. The limited liability company name shall be disposed of as follows:
8. No modification of this Agreement shall be effective unless it is in writing and signed by a majority of the members. This Agreement binds and benefits all members and any successors, inheritors, assigns, or representatives of the members. Time is of the essence of this Agreement. This document is the entire Agreement between the members. Any attached papers that are referred to in this Agreement are part of this Agreement. Any alleged oral agreements shall have no force or effect. This Agreement is governed by the laws of the State of Florida. If any portion of this Agreement is held to be invalid, void, or unenforceable by any court of law of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.

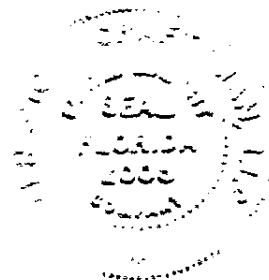
Dated February 24, 2005

  
Signature of Member

Michael S Kwashnak  
Printed Name of Member

  
Signature of Member

Jodie V Weber  
Printed Name of Member



DRIVER LICENSE  
CLASS E  
Florida



K252-557-71-173-0

MICHAEL S KWASHNAK  
4510 BALLAST PT BLVD  
TAMPA, FL 33611-6904

BIRTH DATE	SEX	HGT	REST	ENDORSE
06-13-71	M	5-11	A	
ISSUED	EXPIRES	DUPLICATE		
12-17-02	06-13-07	00-00-00		

*Michael S. Kwashnak*

710212170072  
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

CDL  
CLASS  
Florida



W160-438-61-186-0

JODIE VERNON WEBER  
4618 PEARL AVE  
TAMPA, FL 33611-0000

BIRTH DATE	SEX	HGT	REST	ENDORSE
06-28-61	M	6-01		
ISSUED	EXPIRES	DUPLICATE		
06-04-89	06-28-06	02-22-01		

*Jodie Vernon Weber*

0010102220002  
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

