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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

M. THOMAS

SEP 30 2008

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: THE MORTGAGE CENTER, 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:

Jeffrey L. Kaplan

(Name of Person)

Kaplan Law Firm, P.L.

(Firm/Company)

950 S. Winter Park Drive, Suite 350-B

(Address)

Casselberry, FL 32707

(City/State and Zip Code)

For further information concerning this matter, please call:

Jeffrey L. Kaplan

(Name of Person)

at (407) 260-5432

(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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**ARTICLES OF DISSOLUTION
FOR
A LIMITED LIABILITY COMPANY**

1. The name of a limited liability company is
THE MORTGAGE CENTER, LLC

2. The Articles of Organization were filed on **FLORIDA** and assigned document number
L05000012123

3. The date the dissolution was approved: **August 31, 2008**

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).

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. 608.442

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

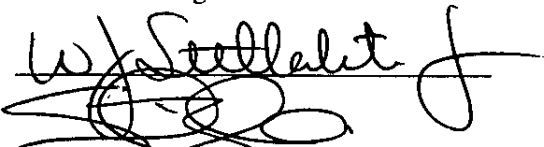
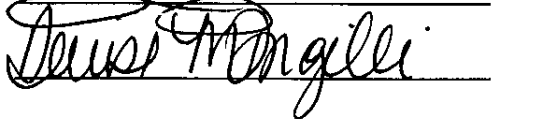
7. **CHECK ONE:**

- ☒ 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

William J. Stellabuto, Jr.

Samuel T. Dongilli

Denise M. Dongilli

08 SEP 29 AM 10:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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DISSOLUTION AGREEMENT
THE MORTGAGE CENTER, LLC

THIS DISSOLUTION AGREEMENT (the "**Agreement**") is entered into this 31st day of **August, 2008**, by and among **WILLIAM J. STELLABUTO, JR. ("WJS")**, **SAMUEL T. DONGILLI ("STD")** and **DENISE M. DONGILLI ("DMD")** [WJS, STD and DMD are collectively referred to hereafter as the "**Members**" and individually as the "**Member**"].

RECITALS:

A. The Members entered into that certain Amended and Restated Operating Agreement of The Mortgage Center, LLC dated August 29, 2007 (the "**Operating Agreement**").

B. Pursuant to Section 8.1(a) of the Operating Agreement, the Members desire to dissolve The Mortgage Center, LLC, a Florida limited liability Company (the "**Company**") in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

ARTICLE I
DISSOLUTION OF THE COMPANY

1.1 Dissolution of the Company. The Members agree to dissolve the Company effective as of August 31, 2008 (the "**Effective Date**"). From and after the Effective Date, the Members shall endeavor to complete all unfinished business and liquidate the affairs of the Company. Except as deemed necessary to (i) complete the winding up of unfinished business; or (ii) carry out liquidating of the affairs of the Company, none of the Members hereto shall do any further business or incur any further obligations on the part of the Company after the Effective Date.

1.2 Termination of the Operating Agreement. Pursuant to Section 8 of the Operating Agreement, the parties agree to terminate the Operating Agreement upon completion of the liquidation of the Company and the distribution of all Company assets.

ARTICLE II
APPOINTMENT OF DISSOLVING MEMBER

The parties appoint WJS as the sole "**Dissolving Member**" of the Company. The Dissolving Member is authorized to wind up the affairs of the Company, and, except as to the obligations specified in Article III below, to:

(a) pay all known debts and liabilities and the costs and expenses of winding up and dissolution;

(b) establish and administer a reasonable reserve of funds to pay any remaining and final debts and liabilities of the Company (e.g. audit costs, agency management fees) (the "**Reserve**");

(c) distribute the balance remaining from such Reserve to the Members upon completion of the winding up and dissolution;

(d) arrange for the preparation of a final Company returns and financial information; and

(e) perform any and all other actions which WJS determines, in his reasonable discretion, are necessary or appropriate to wind up the affairs of the Company and complete the dissolution process.

ARTICLE III OBLIGATIONS

Notwithstanding anything in this Agreement to the contrary, the Members agree that the following obligations of the Company will be outstanding as of the Effective Date and that each Member will have personal responsibility for the satisfaction of said obligations as follows:

(a) That certain shopping center lease for the kiosk located in the Oviedo Marketplace mall (the "**Lease**") which expires on October ____, 2008, and has monthly rental payments in the amount of \$ _____. **Each Member** agrees to be responsible for one-third (1/3) of the rental payments and any other payments due under the Lease until the expiration or earlier termination thereof.

(b) That certain copier lease (the "**Copier Lease**") which expires on 9-23-08, and has monthly lease payments in the amount of \$ 277.61. **Each Member** agrees to be responsible for one-third (1/3) of the lease payments and any other payments due under the Copier Lease until the expiration or earlier termination thereof.

(c) That certain telephone system lease (the "**Telephone Lease**") which expires on 6-1-2010, and has monthly lease payments in the amount of \$ 84.72. **WJS** and **DMD** shall each be responsible for one-half (1/2) of the lease payments and any other payments due under the Copier Lease until the expiration or earlier termination thereof.

(d) That certain Loan Agreement (the "**Loan**") between Jerry R. Dongilli, Sr., as lender, and the Company, as borrower, dated February 8, 2006, in the original principal amount of \$50,000.00, the current principal balance of which is \$42,500.00. **WJS** and **DMD** shall each be responsible for repayment of \$14,166.67, which is one-third (1/3) of the Loan (with the final one-third (1/3) to be paid by Janet Dongilli), and each agrees to repay said indebtedness in accordance with the terms of those certain Promissory Notes of even date herewith.

ARTICLE IV RELEASE AND INDEMNIFICATION

4.1 Release. Except as to the covenants set forth in Article III above, as of the Effective Date, the Members hereby release and discharge each other, each of their respective assigns and successors and each of their agents, from any and all claims, actions, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, without limitation, court costs and attorneys' fees), damages, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, whether arising, or accruing before or after the Effective Date, based on, arising out of, or in connection with (i) the operation of the Company since its inception, including, without limitation, the ownership, management, development and disposition of its assets, and (ii) the breach of any representation, warranty or covenant in the Operating Agreement, and all matters directly or indirectly claimed or alleged between the parties in connection therewith or in any way related thereto. The parties agree and acknowledge that this release applies to both known and unknown claims and agree to waive the benefits of any Florida law to the contrary.

The parties agree and represent that they may hereafter discover facts different from or in addition to those they now know or believe to be true in respect to the claims, demands, debts, liabilities, accounts, actions or causes of action herein released, and hereby agree that these releases shall be and remain in effect in all respects as complete, general and full releases as to the matters released, notwithstanding any such different or additional facts.

4.2 Indemnification. Each Member agrees to indemnify, defend and hold the other(s) harmless from and against any and all claims, actions, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, without limitation, court costs and attorneys' fees), damages and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, based on, arising out of, or in connection with such indemnifying Member's obligations under this Agreement.

ARTICLE V DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or related to the interpretation, construction, performance or breach of this Agreement, which cannot be resolved by the parties shall be submitted to mediation in Orange County, Florida, administered by the American Arbitration Association under its Commercial Mediation Rules. Mediation shall proceed and continue until such time as the matter is either resolved or the mediator finds or the parties agree that mediation should not continue. If the parties cannot resolve the controversy, claim or dispute through the mediation process described above, the matter shall be settled by arbitration in Orange County, Florida, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All direct costs and expenses of each party other than those for payment of the mediator or arbitrator(s) and/or mediation or arbitration facilities shall be borne and paid for by the party that incurs such expenses. In the event either party

brings suit to enforce any judgment rendered in arbitration, the prevailing party in such proceeding shall be entitled to the costs, including, but not limited, legal fees, incurred by it during the enforcement proceeding.

ARTICLE VI MISCELLANEOUS

6.1 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6.2 Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements, representations, statements, documents, or understandings of the parties.

6.3 Amendment. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the party to be bound.

6.4 Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida, and any action or proceeding, including mediation or arbitration, brought by any party in which this Agreement is subject, shall be brought in the Orange County, Florida.

6.5 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.6 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, and deliver such further instruments as may be necessary or desirable to accomplish the intent and purpose of this Agreement, provided that the party requesting such further action shall bear all costs and expenses related thereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement with the intent to be legally bound as of the day and year first above-written.



WILLIAM J. STELLABUTO, JR.



DENISE M. DONGILLI