

LD5000058671

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RECORDS OF STATE
DIVISION OF COMMERCE
08 JUL 17 PM 4:15

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: SAL Enterprises, 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:

Teri Stamper

(Name of Person)

SAL Enterprises, LLC

(Firm/Company)

1946 Southcreek Blvd

(Address)

Port Orange, FL 32128

(City/State and Zip Code)

For further information concerning this matter, please call:

Teri Stamper

(Name of Person)

at (386) 304-4347

(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

SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 JUL 17 PM 4:16

1. The name of a limited liability company is

SAL Enterprises, LLC

2. The Articles of Organization were filed on 6-14-05 and assigned document number L05000058671

3. The date the dissolution was approved: 7-14-08

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).

Termination and dissolution of the LLC As per Section 8.1a of operating agreement: approval of majority of members.

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.

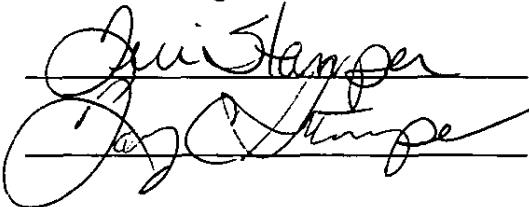
-OR-

☐ 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



Teri Stamper

Tony Stamper

7.5 Tax Matters Member. Tony shall be the "Tax Matters Member" of the LLC as that term is used in Subchapter C of Chapter 1 of the Code, and the President will take such actions as may be necessary, appropriate, or convenient to effect the designation of Tony as such Tax Matters Member. The Tax Matters Member shall have full and unlimited discretion to perform or to fail to perform any actions or to make any decisions which under the Code may be made by a Tax Matters Member. All costs of Tony in connection with his duties as "Tax Matters Member", including reasonable accounting and attorneys' fees, shall be the obligation of and shall be paid or reimbursed by the LLC.

SECTION 8 TERMINATION AND DISSOLUTION OF THE LLC

8.1 Events of Dissolution. The LLC shall be dissolved upon the occurrence of any of the following events:

- (a) The Approval of a Majority of the Members;
- (b) (i) The adjudication of the LLC as insolvent within the meaning of insolvency in either bankruptcy or equity proceedings; (ii) the filing of an involuntary petition in bankruptcy against the LLC (which is not dismissed within 90 days); (iii) the filing against the LLC of a petition for reorganization under the Federal Bankruptcy Code or any state statute (which is not dismissed within 90 days); (iv) a general assignment by the LLC for the benefit of creditors; (v) the voluntary claim (by the LLC) that it is insolvent under any provisions of the Bankruptcy Code (or any state insolvency statutes); or (vi) the appointment for the LLC of a temporary or permanent receiver, trustee, custodian, or sequestrator and such receiver, trustee, custodian, or sequestrator is not dismissed within 90 days; and
- (c) As otherwise required by law.

8.2 Conclusion of Affairs. In the event of the dissolution of the LLC for any reason, the President shall proceed promptly to wind up the affairs of and liquidate the assets of the LLC. Except as otherwise provided in this Agreement, the Members shall continue to share distributions and tax allocations during the period of liquidation in the same manner as before the dissolution.

8.3 Liquidating Distributions. After paying or providing for the payment of all claims, debts or liabilities and obligations of the LLC and all expenses of liquidation, the proceeds of the liquidation and any other assets of the LLC shall be distributed to or for the benefit of the Members in accordance with Section 6.2 of this Agreement.

8.4 Termination. Upon completion of the liquidation of the LLC and the distribution of all LLC assets, the LLC shall terminate and the Members shall have the authority to execute and record Articles of Dissolution of the LLC, as well as any and all other documents required to effectuate the dissolution and termination of the LLC.