

W5000059903

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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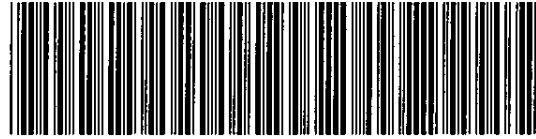
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

**D. BRUCE**

APR 24 2008

**EXAMINER**

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Big World Imports  
(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:

Larry Glenn (LAWRENCE R GLENN)  
(Name of Person)

BIG WORLD IMPORTS LLC / DBA / WORLDS AWAY  
(Firm/Company)

1642 N. ATLANTIC AVENUE  
(Address)

NEW SMYRNA BEACH FL 32169  
(City/State and Zip Code)

For further information concerning this matter, please call:

Larry Glenn at (386) 423 4200  
(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**

1. The name of a limited liability company is

Big World Imports LLC

2. The Articles of Organization were filed on 06/29/2005 and assigned document number L05000059903

3. The date the dissolution was approved: 01/07/2008

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).

Big World Imports was sold to SkylerTech LLC for considerations

**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.

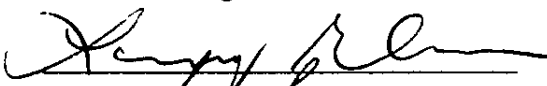
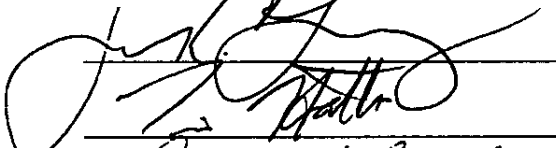
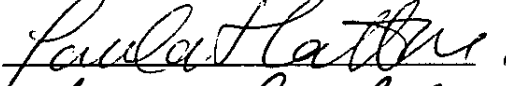

**7. CHECK ONE:**


- ☒ 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

  
John Lyerly  
TIM HUTTON  
PAULA HUTTON  
LAWRENCE R GLENN

**FILING FEE: \$25.00**

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**AGREEMENT FOR SALE OF MEMBERSHIP  
UNITS IN BIG WORLD IMPORTS, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY**

THIS AGREEMENT dated this 7 day of January, 2008 between SKYLERTECH, LLC, a Florida Limited Liability Company ("Buyer") and LAWRENCE R. GLENN, TIMOTHY W. HATTON, PAULA HATTON, and JOHN K. LYERLY ("Sellers").

**RECITALS**

WHEREAS, the Sellers are the sole members and managers of Big World Imports, LLC, a Florida Limited Liability Company ("Big World"); and,

WHEREAS, Big World operates the retail store known as Worlds Away Decor located at 4220 South Washington Avenue, Titusville, Florida; and,

WHEREAS, Big World has signed a lease with Realty Income Corporation, a Maryland Corporation doing business in Florida as Realty Income Properties, Inc. ("Landlord") for the lease of 4220 South Washington Avenue, Titusville, Florida, said lease having a remaining term to November, 2010, ("the Lease"); and,

WHEREAS, the Sellers are guarantors of the lease payments for the entire term of the Lease; and,

WHEREAS, Big World is about to default upon its payments under the Lease, submitting the Sellers to liability under their guarantees; and,

WHEREAS, the Buyer has expertise in the marketing of furniture and has contacts within the furniture industry that may allow Big World to continue in business and thus reduce the Sellers' liability under their guarantees of the Lease to the Landlord; and,

WHEREAS, Sellers desire to sell their interest in Big World so as to potentially limit their liability under their guarantees of the Lease.

NOW THEREFORE for \$10.00 and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Sale of Stock.** The Buyer shall purchase and the Sellers shall sell all the outstanding membership units of Big World constituting all the issued and outstanding membership units of Big World for the total purchase price as follows:

See Exhibit "A" – Each member will receive 8,333 shares at a future date

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2. **Representations of Sellers.** The Sellers represent, warrant, and agree with the Buyer as follows:

(a) **Corporate Status.** Big World, a Florida Limited Liability Company, is duly organized and existing under the laws of the State of Florida and has the power to own its properties and carry on its business as now being owned and conducted.

(b) **Shares of Membership Units.** The all membership units being sold pursuant to this Agreement constitute all of the issued and outstanding membership units of Big World. All of such membership units have been validly issued and are fully paid and non-assessable. There are no outstanding subscriptions, options, or other agreements obligating Big World to issue additional membership units or any other securities or any membership units of any class.

(c) **Liabilities.** As of the date hereof, Big World has no liabilities, absolute or contingent, and there is no litigation, proceeding, judgment, order, or decree pending, or, to the knowledge of the Sellers, threatened against Big World, or to which Big World is a party, by any person, firm, corporation, or association, or by or before any public body, agency, or authority, which has or may have a materially adverse effect on the financial condition of Big World which have not been previously disclosed to the Buyer or which has been set forth in Exhibit "A".

(d) **Financial Statements.** The attached balance sheets of Big World as of January 7, 2008 and the profit and loss statement covering its fiscal year ended January 7, 2008 are true and correct and do not contain any misstatement of a material fact, or omit to state any fact required to make such balance sheet and profit and loss statement not misleading.

(e) **Financial Status.** There has been no material adverse change in the financial status of Big World since the date of the financial statements above and since that date, Big World has been operated only in the normal course of business.

(f) **Title to Membership Units.** The Sellers have good and marketable title to all of the membership units of Big World, with the absolute right to sell, assign, and transfer the same to the Buyer free and clear of all liens, pledges, security interests, or encumbrances and without any breach of any agreement to which they are party or parties.

3. **Representations of Buyer.** The Buyer represents, warrants, and agrees with the Sellers that:

(a) **Corporate Status.** The Buyer is a corporation duly organized and existing in good standing under the laws of the State of Florida.

(b) **Power, Authorization.** On or before the Closing Date, the Buyer shall have corporate power to enter into and to perform all of its obligations under this Agreement;

and the Members of the Buyer shall have approved, authorized, and ratified the execution and delivery by the Buyer of this Agreement.

4. **Conditions to Buyer's Obligations.** The obligations of the Buyer are subject, at its option, to the fulfillment on or before the Closing Date, of the following condition:

**Sellers' Representations and Warranties.** There shall be furnished to the Buyer a certificate executed by the Sellers to the effect that the representations and warranties of the Sellers, contained in this Agreement, are true and correct at the date hereof and will be true and correct on and as of the Closing Date.

5. **Closing.** The closing date shall be Monday, January 7, 2008 at the offices of John H. Evans, Esquire, 1702 South Washington Avenue, Titusville, Florida. The closing shall be conditioned upon the following:

(a) Big World shall not since the date of this Agreement have (i) issued or sold any shares, bonds, or other corporate securities, or given options or rights to purchase or otherwise acquire such membership units, bonds, or corporate securities, (ii) incurred any obligation or liability, absolute or contingent, except current liabilities and obligations incurred in the ordinary course of business, (iii) discharged or paid any obligation or liability, absolute or contingent, other than current liabilities and obligations incurred in the ordinary course of business, (iv) made any payment or distribution to its shareholders or purchased or redeemed any of its shares, (v) mortgaged, pledged, created a security interest in, or subjected to lien or other encumbrance any of its assets, tangible or intangible, except in the ordinary course of business, (vi) sold or transferred any of its tangible assets, or cancelled any debts or claims, except in each case in the ordinary course of business, (vii) sold, assigned, or transferred any intangible assets, or (viii) entered into any transaction other than in the ordinary course of business.

(b) The representations and warranties of the respective parties, and the contents of any certificates furnished on their behalf, shall be true and correct.

6. **Indemnification.** The Sellers, jointly, and severally, shall indemnify and hold harmless the Buyer, its successors and assigns, against any and all damages resulting from any breach of any representation, warranty, or agreement, set forth in this Agreement, or the untruth or inaccuracy thereof, including but not limited to all statements or figures contained in any of the exhibits to this Agreement. The Sellers, jointly and severally, shall indemnify and hold harmless the Buyer against any and all debts, liabilities, chooses in action, or claims of any nature, absolute or contingent, together with all expenses and legal fees resulting from any such breach, untruth, or inaccuracy, or which may be incurred to compromise, or defend such liabilities, chooses in action, or claims of any nature, absolute or contingent, including, but not limited to, any and all liabilities for federal income or excise taxes, or state or municipal taxes of any nature. This obligation to indemnify and hold harmless shall survive the closing. The Buyer, its successors and assigns, shall notify the Sellers of any such liability, asserted liability, breach of warranty, untruth or inaccuracy of representation, or any claim thereof, with reasonable

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promptness, and the Sellers or their legal representatives shall have, at their election, the right to compromise or defend any such matter involving asserted liability of Big World through counsel of their own choosing, at the expense of the Sellers. Such notice and opportunity to compromise or defend, if applicable, shall be a condition precedent to any liability of the Sellers under this agreement. The Sellers shall notify the Buyer, or its successors or assigns, in writing promptly of their intention to compromise or defend any claim and the Buyer, its successors or assigns, shall cooperate with the Sellers and their counsel in compromising or defending against any such claim.

7. **Arbitration.** All disputes between Buyer and Sellers which cannot be resolved, shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, except that any monetary claims for less than \$5,000 shall not be so submitted. Notwithstanding the provisions of this paragraph, either party shall have the right to seek injunctive relief in relation to any threatened conduct, which is permitted by applicable law. Expenses of arbitration shall be borne by the non-prevailing party in the arbitration proceeding, unless the selected arbitrator shall determine otherwise.

The procedure for arbitration shall be in accordance with the rules of the American Arbitration Association, except that Buyer and Sellers shall each select one arbitrator, and the two selected arbitrators shall choose a third arbitrator. Should either the Buyer or Sellers fail to select an arbitrator within ten days after arbitration is sought, or if the two arbitrators shall fail to select a third arbitrator within 15 days after arbitration is sought, the American Arbitration Association shall select the arbitrator.

8. **Expenses.** Each party shall pay the expenses incurred by him or it under or in connection with this Agreement, including counsel fees and expenses of his or its representatives, whether or not the transactions contemplated by this Agreement are consummated.

9. **Finder's Fees.** The Sellers and the Buyer represent that there is no obligation to pay any commission, finder's fee, or similar charge in connection with the transactions provided for in this Agreement. Each of the Sellers and the Buyer will indemnify and hold each other harmless from and against any loss, liability, and damage, including expenses, arising out of any claim for any such commission, fee, or charge, so far as any arises by reason of services alleged to have been rendered to, or at the instance of, such party.

10. **Survival of Representations.** The representations, warranties, and agreements of Sellers and Buyer contained in this Agreement shall survive, the closing, and shall be unaffected by any investigation made by any party at any time.

11. **Amendment.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally, or in any manner other than by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought.

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12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective parties, and their successors and assigns, heirs and personal representatives, except as otherwise expressly provided herein.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

14. **Waiver.** Any waiver by either party of any breach or any term or condition of this Agreement shall not be deemed a waiver of any other breach, nor shall any failure to enforce any provision of this Agreement operate as a waiver of such provision or of any other provision, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with or based upon this Agreement.

15. **Representation of John H. Evans.** The Sellers acknowledge that John H. Evans, Esquire is the Buyer's attorney and the Sellers represent and acknowledge that they have had an opportunity to provide this agreement to an attorney of their choice and they have decided not to do so. John H. Evans, Esquire makes no representations as to the legal effect or the tax ramifications of this Agreement upon the Sellers. The Sellers hereby represent and warrant they are not looking towards John H. Evans, Esquire for any legal representation in any respect whatsoever.

16. **Guarantees.** Sellers represent to Buyer that they understand that Buyer will use its reasonable business judgment in the operation of Worlds Away Decor in order to keep the Lease payments current with the Landlord. If, however, the Buyer determines, in its sole discretion, that the continuation of the Worlds Away Decor business is not financially viable, the Buyer shall have the right to cease business and to terminate any further Lease payments to the Landlord. In the event that Landlord seeks compensation from the Sellers pursuant to the terms of their guarantees to the Landlord, the Sellers agree that they will not seek any indemnification, reimbursement, damages or take any other action against the Buyer by reason of Worlds Away Decor ceasing to make payments under the Lease.

17. **Other Agreements.** No prior or present agreements or representations shall be binding upon Sellers or Buyer unless included in this Agreement. No amendment or change to this Agreement shall be valid unless in writing.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

BUYER:

SKYLERTECH, LLC, a Florida  
Limited Liability Company

By: Walter Miller  
WALTER MILLER, as Manager

SELLERS:

Lawrence R. Glenn  
LAWRENCE R. GLENN

Timothy W. Hatton  
TIMOTHY W. HATTON

Paula Hatton  
PAULA HATTON

John K. Lyerly  
JOHN K. LYERLY

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