

L06000014496

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

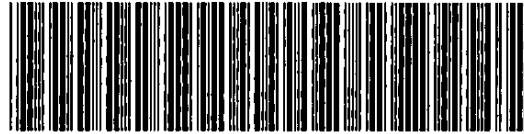
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

AL

Office Use Only



700078358237

08/07/06--01029--018 **55.00

2006 AUG -7 P 1:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Prima Doggy LLC
(Name of Limited Liability Company)

FILED
2006 AUG -7 P 1:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

Please return all correspondence concerning this matter to the following:

Marcia Guibert
(Name of Person)

(Firm/Company)

14909 Southfork Drive
(Address)

Tampa, FL 33624
(City/State and Zip Code)

For further information concerning this matter, please call:

Marcia Guibert at (813) 245 0193
(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

FILED

2006 AUG -7 P 1:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The name of a limited liability company is

Prima Doggy LLC

2. The Articles of Organization were filed on 1/31/2006 and assigned document number

LC6000014496

3. The date the dissolution was approved: 8/1/2006

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).

Laura Araujo sold Prima Doggy LLC to Albert Guibert,
Marcia Guibert and Kathleen Burke on 7/31/06. The
current owners / partners wish to dissolve the
company. See attached contract regarding sale of business.

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
Albert Guibert
Marcia Guibert
Kathleen Burke

Printed Name

Albert Guibert
Marcia Guibert
Kathleen Burke

MEMBERSHIP PURCHASE AGREEMENT

THIS MEMBERSHIP PURCHASE AGREEMENT (this "Agreement") is dated as of the ____ day of July, 2006, by and among Laura Araujo (the "Seller") and Albert Guibert, Marcia Guibert, and Kathleen Burke (each, a "Purchaser" and collectively, the "Purchasers").

RECITALS:

A. Seller owns all of the membership interest (the "Interest") of Prima Doggy, LLC, a Florida limited liability company (the "Company").

B. Seller desires to sell to Purchasers, and Purchasers desire to purchase from Seller, all of the Interest of the Company in exchange for the consideration and on the terms provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Purchase and Sale of Interest.** Subject to the terms and conditions herein set forth, at the Closing (as defined herein), Seller agrees to sell to Purchasers, and Purchasers agree to purchase from Seller, all of the Interest. The Interest are not represented by a certificate and, thus, no certificate will be transferred to Purchasers, but Purchasers will, from and after Closing, be the sole owners of all of the Interest of the Company. At the Closing, Seller shall deliver to Purchasers all of the corporate books and records belonging to the Company, including its Articles of Organization, a copy of which is attached hereto, and Seller shall use its commercially reasonable efforts to provide Purchasers with a list of all of the Company's vendors. The value of the fixtures belonging to the Company that will transferred along with the Company at Closing is \$5,089.00. The approximate value of the computer, printer/fax, software and hardware belonging to the Company that will transferred along with the Company at Closing is \$4,846.15.

2. **Representations.** Seller hereby represents to Purchasers that (i) she owns all of the Interest free and clear of all liens and (ii) the Company has no currently outstanding liabilities and shall have no liabilities on the Closing Date.

3. **Lease.** Effective at the Closing, Seller hereby transfers and assigns to Purchasers, and Purchasers hereby assume and accept, that certain real property lease for the premises in which the Company is located at 8548 N. Dale Mabry Highway (the "Lease"). Seller shall be responsible for all obligations under the Lease, including without limitation rent and utilities, arising on or prior to Closing and shall indemnify and hold Purchasers harmless for all such obligations. Purchasers shall be responsible for all obligations under the Lease, including without limitation rent and utilities, arising after Closing and shall indemnify and hold Seller harmless for all such obligations. At Closing, any rents or utility payments shall be prorated between the parties in accordance with the prior two sentences and appropriate payments shall be exchanged between the parties. Further, at Closing, Purchasers shall pay to Seller an amount equal to any deposits made by Seller to the landlord under the Lease. Thereafter, Purchasers shall be entitled to any sums of money on deposit with the landlord in accordance with the terms of the Lease.

4. **The Purchase Price.** As consideration for the Interest, Purchasers shall pay \$15,500 in cash to Seller (the "Purchase Price"). Upon the execution of this Agreement, the Purchasers shall pay to Seller a non-refundable deposit of \$1,550.00 in immediately available funds (the "Deposit"). At the Closing, Purchasers shall pay the balance of the Purchase Price, in an amount equal to \$13,950, to Seller in immediately available funds.

5. **Closing.** The closing of the transactions contemplated in this Agreement (the "Closing") shall take place on July 31, 2006 or such other date as the parties hereto may mutually determine (the date

that the Closing takes place is referred to herein as the "Closing Date") at the office of Seller, or at such other location or date as the parties hereto shall mutually agree.

6. **Pre-Closing Covenants.**

a. **Sales.** Up and until the Closing, Seller may, in her discretion, operate the Company and sell its inventory; provided, however, that at the Closing the Company must have at least \$11,000 in inventory (based upon the wholesale value of such inventory). Further, up and until the Closing, Seller may cause the Company to distribute to Seller any cash in the Company's accounts, including cash obtained through the sale of inventory.

b. **Insurance.** Up and until the Closing, Seller shall cause the Company to continue to insure its assets and properties in the manner and to the extent such assets and properties are insured on the date of this Agreement. Purchasers understand and acknowledge that all such insurance policies shall expire on the Closing Date and that they shall be required to purchase new insurance, at their expense, thereafter.

c. **Cooperation.** Purchasers and Seller shall cooperate with each other in good faith and proceed as promptly as is reasonably practical to complete the transactions contemplated hereby and shall cooperate with one another and proceed, as promptly as is reasonably practicable, to obtain all necessary consents and approvals from third parties and to comply with all other legal or contractual requirements for or preconditions to the Closing.

7. **Tax Matters.** All profits and losses of the Company up to and including the Closing Date shall be for the benefit of Seller; all profits and losses of the Company after the Closing Date shall be for the benefit of the Purchasers. Seller shall be responsible for all taxes, if any, arising from the Company's operations on and prior to the Closing Date; Purchasers shall be responsible for all taxes, if any, arising from the Company's operations after the Closing Date. Seller shall prepare and file on or before the due date therefore all tax returns required to be filed by either the Company or Seller resulting from the Company's operations up to and including the Closing Date; Purchasers shall prepare or cause to be prepared and file or cause to be filed all returns arising from the Company's operation after the Closing. Seller shall indemnify and hold Purchasers harmless for any taxes arising from the Company's operations on and prior to the Closing Date; Purchasers shall indemnify and hold Seller harmless for all taxes arising from the Company's operations after the Closing Date. Purchaser, the Company and Seller shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of returns and any audit, litigation or other proceeding with respect to taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information reasonably relevant to any such audit, litigation, or other proceeding.

8. **Release.** Effective on the Closing, the Company hereby unconditionally and forever fully waives, remises, relinquishes, releases and discharges Seller, to the fullest extent permitted by law, of and from any and all rights, claims, suits, liabilities, losses, demands, damages, actions, debts, sums of money, promises, liens, costs, expenses, attorneys' fees and expenses and causes of action, of any nature whatsoever, whether known or unknown, whether contingent or liquidated, whether arising at law or in equity, whether asserted or unasserted, and whether direct or indirect, and including those arising from or related to any legal relationships, including, without limitation, as a shareholder, member, manager, officer, employee, director, consultant, advisor, lender and/or provider of services, which the Company may have had, may now have, or may hereafter have, against Seller by reason of any matter, cause, happening or thing arising prior to the Closing Date.

9. **Termination.** This Agreement may be terminated at any time prior to the Closing Date:

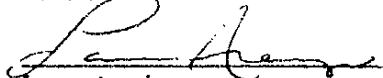
- a. by mutual written agreement of Purchasers and Seller; or
- b. by either Purchasers or Seller by written notice to the other party if the Closing shall not have occurred on or before 5:00 p.m. EST on July 31, 2006, provided the failure to so close is not the result of the breach of this Agreement by the party so wishing to terminate the Agreement.

In the event this Agreement is terminated, Seller shall be entitled to retain the Deposit and this Agreement shall become void and of no effect and there shall be no liability on the part of the parties hereto.

10. **Miscellaneous.** The Seller, on the one hand, and the Purchasers, on the other hand, shall each pay all of their own professional expenses relating to negotiating, drafting and closing the transactions contemplated by this Agreement, whether or not the transactions contemplated hereby are consummated. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. It shall not be amended or modified, and no provision hereof shall be waived, except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. This Agreement may not be transferred, assigned, pledged or hypothecated by any party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida without regard to conflicts of law principles. The parties hereto hereby submit to the jurisdiction of the State and Federal courts in Hillsborough County, Florida and any judicial proceeding brought against any of the parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto shall be brought in such courts. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts when taken together shall constitute but one and the same instrument. The normal rules of construction which require the terms of an agreement to be construed most strictly against the drafter of such agreement are hereby waived since each party has been represented by counsel in the drafting and negotiation of this Agreement.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

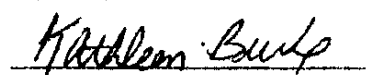
Seller:


Laura Araujo

Purchasers:


Albert Guibert


Marcia Guibert


Kathleen Burke