

L10000086328

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

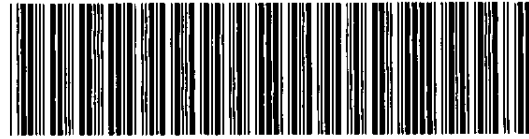
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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Office Use Only



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11 APR -6 AM 11:30

DEPT. OF REVENUE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

C. LEWIS

APR 6 2011

EXAMINER

## COVER LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Capital Liquidators, LLC

(Name of Limited Liability Company)

The enclosed member, managing member or manager resignation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Christopher K Capece

(Contact Person)

Capital Liquidators, LLC

(Firm/Company)

1196C-D Capital Circle NE

(Address)

Tallahassee, FL 32301

(City/State and Zip Code)

For further information concerning this matter, please call:

Christopher K Capece

(Name of Contact Person)

at ( 850 ) 694-4066

(Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:



\$25 Filing Fee



\$55 Filing Fee &

Certified Copy

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

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



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**RESIGNATION OF MEMBER, MANAGING MEMBER OR MANAGER  
FROM FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: Capital Liquidators, LLC

2. This limited liability company was organized under the laws of:  
FL Dept of State Division of Corporations

3. The Florida document/registration number of this limited liability company is:  
L10000086328

4. I, Christopher K Capece, hereby resign as a Managing Member  
*(Print Name of Person Resigning)* *(Print Title)*

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.

Christopher K. Capece as of 1/31/11

Signature of Resigning Member, Managing Member or Manager

Filing Fee: \$25.00 (Required)  
Certified Copy: \$30.00 (Optional)

## **1 AGREEMENT**

This Agreement is entered into effective this 1st day of January, 2011 (the "Effective Date") by and between Christopher Kurt Capece ("Capece"), James Rocky Marino ("Marino") and Capital Liquidators, LLC, a Florida limited liability company ("Capital Liquidators" or the "Company"). Capece, Marino and Capital Liquidators are, collectively, the "Parties."

### **Statement of Purpose and Intent**

A. Capece and Marino formed Capital Liquidators and are the Company's only managers and members;

B. Various disputes and disagreements have arisen between Capece and Marino such that Capece desires to resign as the Company's manager, and transfer his entire ownership interest to Marino, on the terms and conditions set forth herein;

C. Marino desires to accept Capece's resignation and membership interest.

**NOW, THEREFORE**, in consideration of the Parties' mutual commitments and undertakings, and intending to be contractually bound, the Parties agree as follows:

**Agreement**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1. Recitals. The foregoing recitals are true and correct.
2. Preparation of Required Tax Returns; Manager Resignation.

(A) The Parties will use their best efforts to prepare and file accurate

and complete income, sales or other tax reports to all appropriate federal, state or local authorities no later than January 31, 2011.

(B) Capece shall resign as the Company's co-manager effective upon the completion and filing of the last of those returns, or January 31, 2011, whichever date occurs first.

(C) The Parties shall prepare and file appropriate notices with the Florida Secretary of State, as well as any other federal, state or local taxing and regulatory authorities, related to Capece's resignation.

3. Transfer of Membership Interest.

(A) As of the Effective Date, Capece transfers to Marino, and he accepts, Capece's entire membership interest in the Company.

(B) The Parties agree that the fair value of Capece's membership interest is \$12,000.00. The Company and Marino shall pay such amount to Sherri Capece, without interest, in monthly installments of \$1,000, commencing on February 15, 2011 until paid.

(B) Following the Effective Date, and Capece's resignation as manager, Marino shall be the sole member and manager of the Company.

4. Commercial Lease.

(A) The Company is a party to a Commercial Lease Option Agreement with Capital Circle Plaza, Inc. to which Capece may be an individual guarantor.

(B) The Parties will use their best efforts to extinguish, on or before January 31, 2011, Capece's guaranty.

(C) In the event that Capece has or may have any continuing liability under the lease agreement, the Parties shall prepare and send to the landlord a notice of the Company's intention not to renew the subject lease past its initial term.

5. Hancock Bank Account. The Company maintains one or more accounts with Hancock Bank, but no other accounts with any financial institution. Those accounts shall, at the option of the Parties, either be closed, and new accounts opened with Marino as the sole signatory and other authorized person, or Capece dropped as a signatory or authorized party with respect to the Company's existing account.

6. Other Company Debts or Obligations, Notices and Indemnification.

(A) The Parties shall use their best efforts to identify and extinguish by January 31, 2011, any continuing liability of Capece for any of the past, current or future debts or obligations of the Company, whether liquidated or contingent, disputed or undisputed. Such efforts shall include, but are not necessarily limited to, any current or contingent obligations of the Company to Sovereign Flooring Systems, International Wholesale Tile, LLC, Suncrest Supply, Inc., Floors International, Primavera Distributing, Inc., Comcast, the City of Tallahassee Utilities, and Promo Carpet.

(B) Marino and the Company acknowledge that it is Capece's intention to provide appropriate notices or other communications to any of the Company's lenders, banks or trade creditors of his withdrawal from the Company and, to the fullest permitted extent, of his decision to extinguish his personal liability for any of the Company's obligations.

(C) Marino and the Company shall, to the fullest extent allowed by law, indemnify and hold Capece, as well as his current and former employees, attorneys, agents or other representatives, harmless from any claims, debts, damages, losses, expenses or obligations of the Company, however or whenever created, including but not limited to litigation expenses and attorney's fees, arising or relating to the operation of the Company or any of its affairs. Such obligation

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shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to any party or person indemnified in this paragraph.

7. Registered Agent Resignation. The Parties acknowledge that David P. Healy of Tallahassee, Florida has or will resign as the Company's registered agent. The Company and Marino shall, within the time required by Florida, prepare and file appropriate papers with the Florida Secretary of State appointing another registered agent.

8. Other Provisions.

(A) This Agreement contains the entire agreements, understandings and representations between the Parties. There are no oral understandings, statements, agreements, undertakings, promises or representations of any kind related to the subject matter of this Agreement that are contrary to its terms or not fully reflected in this Agreement.

(B) This Agreement may be amended only by written instrument executed by all of the Parties. The Parties may not waive this provision.

(C) This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors, subsidiaries, affiliates and assigns.



(D) This Agreement shall be governed by and construed in accordance with the substantive law of the State of Florida without regard to Florida's choice of law provisions. This Agreement shall not be construed more strongly against the party that drafted this Agreement.

(E) The headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning, construction, or effect of this Settlement Agreement.

(F) The failure of one party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(H) Any notices required or desired to be served hereunder shall be directed to the Parties as follows:

If to Marino:

James Rocky Marino  
Capital Liquidators, LLC  
1196-C Capital Circle NE  
Tallahassee, FL 32301

If to the Company:

Capital Liquidators, LLC  
c/o James Rocky Marino  
1196-C Capital Circle NE

Tallahassee, FL 32301

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If to Capece:

11 APR -6 AM 11:28

Christopher Kurt Capece  
6532 Montrose Trail  
Tallahassee, Fl. 32309

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(I) The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed to be one and the same original and shall be binding on all of the Parties. Facsimile signatures shall be deemed originals for purposes of facilitating the execution of this Agreement.

Capital Liquidators, LLC, a Florida limited liability company

By:   
James Rocky Marino, as Manager

Date: January 18, 2011

  
James Rocky Marino, individually

Date: January 18, 2011

  
Christopher Kurt Capece

Date: January 18, 2011