

L10000090098

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

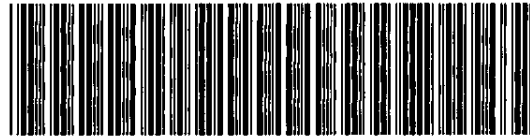
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G. MCLEOD

JAN 24 2012

EXAMINER



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FILED
12 JAN 20 PM 3:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

Future contact info:
Christian (Leonard) C.

10210

email: 10210@gmail.com
Address: 90 SW 3rd St Apt 4402
Miami, FL 33130

SUBJECT: Splashworks, 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:

Greg Beebe

(Contact Person)

(Firm/Company)

1200 Brickell Bay Dr Apt 4007

(Address)

Miami, FL 33131

(City/State and Zip Code)

For further information concerning this matter, please call:

Greg Beebe

(Name of Contact Person)

at (267) 432 1311

(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

**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: Splashworks, LLC

2. This limited liability company was organized under the laws of:

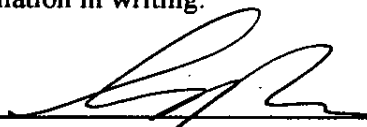
Florida

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

L10000090098

4. I, Gregory M Beebe, hereby resign as a Registered agent & Manager/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.



Signature of Resigning Member, Managing Member or Manager

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

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CI &
OF GREG BEEBE

This contract is for the dissolution of Splashworks LLC (SWL) between L. Christian Iorio (CI) and Greg Beebe (GB). For purposes of this contract SWL will also consist of any employee employed by SWL, any members of SWL and any contractors working with SWL.

100% of GB's shares of SWL will be sold to CI and CI will be full owner of SWL.

SWL will agree to not compete with any business operated by or in the process of obtaining a contract with GB in the following locations or with the following companies or approach the following locations/companies unless GB has not approached or been able to attain business within two fiscal years commencing on the date of this signed contract:

- The Club Brickell Bay Drive
- The property located at 111 SW 1st St., Miami, FL

If CI or SWL do solicit business from the above locations or business is obtained with the above locations, within one year, CI and SWL will be in breach of this contract and GB will be entitled to five years gross revenues generated from the location and any other compensation deemed reasonable and suitable as generated and obtained from the above locations in addition to the breach of contract clause within this contract.

At date of dissolution, GB will not compete with SWL through contacting, approaching, or attempting to do business with the following for a period of one year, unless SWL losses contract with location/Company or unless location/Company approaches GB:

- The Mark Condominium on Brickell Bay Dr. or contact Roy Dewar in any facet.
- The Marriott Parking Garage Downtown or impark (management company executives)

If, after date of dissolution, GB does solicit business from the above locations or management companies as long as SWL is operating in the location, GB will be in breach of this contract and SWL will be entitled to five years gross revenues generated from location/company's executives and any other locations GB generates under location/company's executives.

The business license will be transferred to SWL (or one of the shareholders). if unable to be transferred, the cost of a new business license will be deducted from the \$5000.00 buyout listed below.

At date of dissolution, the following will all be property of CI (through SWL).

- "Splashworks" Brand name, Logo, taglines
- SWL Website, www.thesplashworks.com, and www.thesplashworksmobile.com
- Any supplies purchased by SWL that GB has in his possession as of May 21st, 2011.
- All current employees of SWL

The following financial and marketing materials will remain under GB ownership and CI or SWL will not use or edit any of these items, if this article is breached CI and SWL will be deemed breach of contract:

- Marketing proposals used to solicit business – see article 1
- Financial accounting, KPI and tracking system generated by GB

GB will provide CI and SWL a listing of all expenses incurred to his knowledge from start of business expense tracking in October 2010 through May 21st, 2011 as well as copies of all available hard copy receipts in GB's possession. Within seven days of signed contract will provide CI and SWL all revenue tracking sheets in GB's possession from the beginning of business at the Mark through May 21st, 2011. If GB fails to do the above, he will be in breach of contract.

At date of dissolution GB will be removed from SWL Chase account and subsequent to date of dissolution if GB personally removes any money from the account in any facet, he will be in breach of contract.

GB will immediately be removed from the Splashworks Limited Liability Corporation Legal Documents registered with the state of Florida. The address will also be changed. Any and all costs associated with this change will be the responsibility of CI and SWL. If CI and SWL do not do the above, this will be considered a breach of contract.

SWL Insurance policies remain under SWL and cannot ever be used by GB or any other company for proposals operating, or coverage in any facet. CI and SWL will remove GB's name from all insurance related documents and policies at date of dissolution. If CI and SWL do not do the above, this will be considered a breach of contract.

SWL and CI will not be attached to any liability associated with any business GB starts or operates for an infinite period of time. These liabilities include but are not limited to the following:

- Financial
- Contractual
- Environmental
- Other suitable areas of operation

CI and SWL release GB and accept upon CI and SWL, any and all, known, unknown, past, present and future liabilities or potential liabilities associated with any business, operations, contracts, actions taken, decisions made, and any and all activities undertaken by SWL by any founding members (past, present, current, future), employees or contractors or any other endeavors from CI or SWL since SWL inception to all future operations CI and SWL engage in for an infinite period of time. These liabilities include but are not limited to the following:

- Financial

- Contractual
- Environmental
- Employee related
- Regulatory related
- Government reporting related
- Legal
- Other suitable areas of operation

Subsequent to date of dissolution, GB is not able to contact any current or future non management SWL employees. He may also not try and recruit them or attain any competitive intelligence in any facet from them.

CI and SWL will incur all fees associated with dissolution including, LLC changes and any other regulatory or general expenses incurred. These fees will not be passed on to GB in any form or manner.

Kyler Iorio, SWL employee will make payment for money borrowed to GB in the amount of \$133 on date of dissolution.

On date of dissolution, GB will return the \$363 Chase bank transfer to CI less the amount Kyler Iorio, SWL employee borrowed from GB in the amount of \$133 (total amount \$230) or CI will deduct from the \$5000.00 purchase price in first payment.

Emails will not be sent from the gbeebe@thesplashworks.com address by either party and incoming emails sent to gbeebe@thesplashworks.com will be forwarded to gregbeebe@gmail.com for three months beginning on May 19th, 2011. If emails are not forwarded to GB, CI and SWL will be in breach of this contract.

CI and SWL will not interfere, contact, approach or communicate with any locations GB acquires car wash operations or any business operations associated with GB for an infinite period of time. CI and SWL will not interfere, contact, approach or communicate with any employees of GB or a GB company in any facet or contractors of GB or a GB company in any facet for an infinite period time. If CI and SWL do not adhere to the above, this will be considered a breach of contract.

GB will not interfere, contact, approach or communicate with any locations CI acquires car wash operations or any business operations associated with CI for an infinite period of time. GB will not interfere, contact, approach or communicate with any non-management employees of CI or a CI company in any facet or contractors of CI or a CI company in any facet for an infinite period time. If GB does not adhere to the above, this will be considered a breach of contract.

On date of dissolution, CI and SWL will remove GB's name from any documentation in their records and any policies or regulatory items, bank accounts and any other items having to do with SWL or SWL operations with GB's name. GB's Chase card will be destroyed and disposed of by SWL on date of dissolution. If CI and SWL do not do the above, this will be considered a breach of contract.

Subsequent to date of dissolution, GB must not share confidential SWL related information with competing companies and must not share any confidential information about SWL with any potential companies to compete with SWL or use against SWL in any competitive or threatening manner.

Subsequent to date of dissolution, CI and SWL will allow GB to utilize the SWL name as a reference for any business endeavors for purposes of representing that he was a former owner and is no longer managing the day to day operations of SWL. If contacted CI and SWL will inform contactor that SWL and GB's (company name) simply became two companies and that both operate in the same manner with the same business model and that GB started and was 50% owner of SWL. CI and SWL will not discuss any regulatory, operational, legal or any other matters with location relating to GB's (company name). CI and SWL will also not solicit business from contactor in any means or substance. If CI or SWL do solicit business from contactor or business is obtained within two years of contactor contacting CI or SWL, CI and SWL will be in breach of this contract and GB will be entitled to five years gross revenues generated from contactor's location and any other locations CI and SWL generate under contactor.

CI will purchase GB's ownership in SWL including all shares owned by GB and all property mentioned in this contract. The payments from CI to GB are to be paid on the following dates (with a three day grace period):

At date of dissolution (three day grace period does not apply): \$1500

July 3, 2011: \$583

August 3, 2011: \$583

September 3, 2011: \$583

October 3, 2011: \$583

November 3, 2011: \$583

December 3, 2011: \$585

Grand Total Payment for buyout: \$5,000.00. There are absolutely no contingencies on the above payouts and these payouts do not have any relationship to the financial performance or substance of CI or SWL. If payments are not made within grace period stated above it will be deemed to be breach of contract by CI.

If at any point GB is non-compliant with this contract as determined by arbitration administered by the American Arbitration Association, Dade County, in accordance with its Commercial Arbitration Rules, he will be considered in breach of contract. CI and SWL will be responsible for any and all expenses

associated with arbitration and legal fees incurred with any contract breach. If in breach of contract any portion of the \$5,000 that has already been paid out will be returned.

If at any point CI is non-compliant with this contract, as determined by arbitration administered by the American Arbitration Association, Dade County, in accordance with its Commercial Arbitration Rules, he will be considered in breach of contract. If in breach of contract CI will immediately return GB's 50% ownership in SWL accepting all costs associated with ownership return and legal fees associated with breach of this contract as well as any debt and any and all known, unknown, past and present liabilities associated with SWL (i.e on a debt free liability free basis). Any outstanding buyout payments from CI to GB mentioned in this contract will become immediately due and due within 10 days of contract breach.

At CI's request after this agreement has been signed GB will also sign the CI and SWL contract with Impark. This signature by GB does not ratify the Impark contract and GB accepts no liabilities associated with this contract, past, present, future, known or unknown, these liabilities will belong to CI and SWL for an infinite period of time. If GB does not sign the Impark contract by 2:01pm June 6th, 2011 or within two hours after this agreement has been signed by CI and GB, whichever is greater, this agreement is null and void.

Greg Beebe

Digitally signed by Greg Beebe
DN: cn=Greg Beebe, o=ou,
email=gregbeebe@gmail.com, c=US
Date: 2011.06.06 10:52:07 -04'00

[Signature] 6/11/11

Greg Beebe

Date: _____

[Signature]

[Signature] 6/11/11

Leonard Iorio

Date: 6/6/11 2:44 PM



[Signature]
Kevin Bastos
6/11/11

URGENT
REMITTANCE
IN EFFECT
THIS DATE
06/06/11
@ 1:55 PM