

L12000037511

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

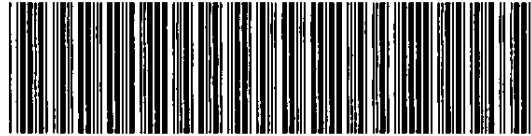
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only

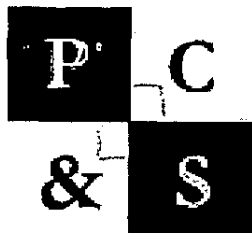


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FILED  
12 MAY 31 PM 4:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

D. BRUCE  
JUN 01 2012  
EXAMINER



**Phillips, Cantor & Shalek, P.A.**

ATTORNEYS AT LAW

May 29, 2012

**Via U.S. Regular Mail**

Florida Department of State  
PO Box 6327  
Tallahassee, Florida 32314

RE: Sun Logistics Systems LLC  
Reference No.: L12000027511  
Letter No.: 912A00014809

Dear Sir/Madam:

We are in receipt of and thank you for your letter dated May 21, 2012.

Enclosed is a copy of an Agreement dated April 19, 2012 executed by Sun Logistics, Inc. Please note paragraph 9 of the Agreement.

If acceptable, please process the enclosed Articles of Amendment.

If you have any questions, please contact us.

Very truly yours,

/s/

JEFFREY B. SHALEK  
For the Firm

Enclosures

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12 MAY 31 AM 4:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

May 21, 2012

JEFFREY B. SHALEK, ESQ.  
PHILLIPS, CANTOR & SHALEK, P.A.  
4000 HOLLYWOOD BLVD., SUITE 500-N  
HOLLYWOOD, FL 33021

SUBJECT: SUN LOGISTICS SYSTEMS LLC  
Ref. Number: L12000027511

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TALLAHASSEE, FLORIDA

We have received your document for SUN LOGISTICS SYSTEMS LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity. Section 608.406, Florida Statutes, was amended effective July 1, 2007, to require the name of a limited liability company to be distinguishable from the names of all other filings filed with the Division of Corporations, except for fictitious name registrations and general partnership registrations.

Please select a new name and make the correction in all the appropriate places. One or more words may be added to make the name distinguishable from the one presently on file. Adding of Florida or Florida to the end of the name is not acceptable. A search for name availability can be made on the Internet through the Division's records at [www.sunbiz.org](http://www.sunbiz.org).

Please note the name of a limited liability company must end with the words "Limited Liability Company," the abbreviation "L.L.C.", or the designation "LLC". The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co." The following suffixes are no longer acceptable: "Limited Company", "L.C.", and "LC".

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Deborah Bruce  
Regulatory Specialist II

Letter Number: 912A00014809

**COVER LETTER**

**TO: Registration Section  
Division of Corporations**

**SUBJECT: SUN LOGISTICS SYSTEMS LLC**  
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

JEFFREY B. SHALEK, ESQ.

Name of Person

PHILLIPS, CANTOR & SHALEK, P.A.

Firm/Company

4000 HOLLYWOOD BLVD., SUITE 500-N

Address

HOLLYWOOD, FLORIDA 33021

City/State and Zip Code

JSHALEK@PHILLIPSLAWYERS.COM

E-mail address: (to be used for future annual report notification)

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TALLAHASSEE, FLORIDA

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For further information concerning this matter, please call:

JEFFREY B. SHALEK

Name of Person

at ( 954 )

966-1820

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 AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF**

**SUN LOGISTICS SYSTEMS LLC**

(Name of the Limited Liability Company as it now appears on our records.)  
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on February 27, 2012 and assigned  
Florida document number L12000027511.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited liability company here:**

SUN LOGISTICS LLC

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

**Enter new principal offices address, if applicable:**

(Principal office address MUST BE A STREET ADDRESS)

**Enter new mailing address, if applicable:**

(Mailing address MAY BE A POST OFFICE BOX)

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TALLAHASSEE, FLORIDA

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent:

New Registered Office Address:

*Enter Florida street address*

*City*

*, Florida*

*Zip Code*

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

**If Changing Registered Agent, Signature of New Registered Agent**

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager  
MGRM = Managing Member

| <u>Title</u> | <u>Name</u> | <u>Address</u> | <u>Type of Action</u>           |
|--------------|-------------|----------------|---------------------------------|
| _____        | _____       | _____          | <input type="checkbox"/> Add    |
| _____        | _____       | _____          | <input type="checkbox"/> Remove |
| _____        | _____       | _____          |                                 |
| _____        | _____       | _____          | <input type="checkbox"/> Add    |
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| _____        | _____       | _____          |                                 |
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| _____        | _____       | _____          |                                 |
| _____        | _____       | _____          | <input type="checkbox"/> Add    |
| _____        | _____       | _____          | <input type="checkbox"/> Remove |
| _____        | _____       | _____          |                                 |

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 TALLAHASSEE, FLORIDA

Dated May 17, 2012

\_\_\_\_\_  
 Signature of a member or authorized representative of a member

JEFFREY B. SHALEK  
 Typed or printed name of signee

## AGREEMENT

THIS AGREEMENT is by and between Sun Logistics, Inc., a Florida corporation, ("SLI") whose sole shareholder is Diego Pabon ("Pabon") and Sun Logistics NYC, Inc., a New York corporation ("NYC").

### RECITALS:

WHEREAS, SLI owns a Florida entity named Sun Logistics, Inc.; and

WHEREAS, NYC desires to form a new entity entitled Sun Logistics, LLC, but cannot do so because of the corporate existence of SLI; and

WHEREAS, NYC sued SLI for violation of its trademark rights in the United States District Court for the Southern District of Florida Case No.: 12-CV27065-LENARD/O'SULLIVAN (the "Lawsuit")

WHEREAS, the above named parties to this Agreement their heirs, assignees, representatives, tenants (hereinafter the "parties"), desire that the dispute/Lawsuit between them be resolved in its entirety.

WHEREAS, it is understood and agreed by the parties that this settlement of the disputed claim(s), is intended to amicably resolve such claims and avoid the burden, expense and inconvenience of litigation. The parties further understand and agree that the terms in this Agreement are not to be construed as an admission of liability by the parties

WHEREAS, SLI is a dormant entity and has agreed to file a voluntary dissolution so NYC file its corporate entity and utilize the trade name of Sun Logistics;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. SLI agrees to accept as full consideration hereunder, the sum of two thousand five hundred dollars (\$2,500.00) from NYC.
2. Simultaneously with the execution of this Agreement, PABON agrees to execute (a) the documents required to voluntarily dissolve SLI and (b) a stipulation of dismissal pursuant to Rule 41(a)(1)(A) (ii), and provide these documents to NYC's counsel Jeffrey Shalek, Esq.. NYC shall cause the documents to be filed with the court or recorded to the State of Florida Department of Corporations and pay any and all filing fees required for the filing of same.
3. Upon NYC's receipt of the original executed documents, NYC shall also execute the above referenced stipulation of dismissal pursuant to Rule 41(a)(1)(A) (ii), and provide these documents to SLI's counsel Jorge Isaac, Esq.. NYC shall also immediately pay the consideration stated above to SLI.
4. PABON represents and warrants he is the sole shareholder of SLI and that he has the necessary power and authority and has taken all action necessary to execute and deliver this Agreement, to consummate the transactions contemplated by this Agreement and to perform its

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TALLAHASSEE, FLORIDA

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obligations hereunder. 5. Accordingly, the above mentioned parties (including PABON) remise, release, acquit, satisfy, and forever discharge each other, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespass, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said parties ever had, now have, from the beginning of the world to the day of these present arising from the above dispute.

6. The parties acknowledge that this Agreement constitutes a legal, valid and binding obligation of the parties hereto.

7. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the fulfillment of the terms of this Agreement do not and will not constitute a breach of, or constitute an event, occurrence, condition or act which is or, with the giving of notice, the lapse of time or the happening of any future event or condition, would become a default under or result in the acceleration of, any obligation under, any term or provision of any material contract, agreement, indebtedness, encumbrance, commitment, license, franchise, permit, authorization or concession to which NYC, SLI or Pabon is a party or do not and will not result in a material violation by NYC, SLI or Pabon of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award.

8. No consent, approval or authorization of, or declaration, filing or registration with, any Person is required to be made or obtained by SLI or Pabon except as set forth herein in connection with the execution, delivery and performance of this Agreement.

9. SLI and Pabon hereby assigns to NYC and relinquishes and disclaims all right, title and interest in and to the Sun Logistics name and mark and agrees not to utilize the name Sun Logistics in any form in the future for any reason. This provision shall survive the termination and/or fulfillment of this Agreement.

10. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of Florida. Venue of any proceeding arising under this Agreement shall be in the state Courts in Broward County. The parties agree that each will bear their own costs and attorney's fees associated with this Lawsuit.

11. Except as otherwise provided, each party shall pay their own legal, accounting and other expenses incident to this Agreement. In any litigation or other legal proceedings arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs of such litigation or proceedings, including reasonable attorneys' fees at all levels of trial and appeal. This Section shall survive the Closing or earlier termination of this Agreement.

12. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of, and be enforceable by, Seller and Buyer and each successor.

13. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.





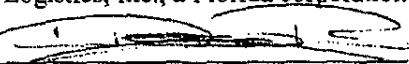
Either party may execute this Agreement by facsimile signature and the other party shall be entitled to rely on such facsimile signature as evidence that this Agreement has been duly executed by such party.

15. The parties acknowledge that they and their legal counsel have had a joint opportunity to review, negotiate and draft the terms of this Agreement. Therefore, any rule of construction whereby this Agreement is to be construed against the drafting party shall not be employed in the interpretation of this Agreement.

16. The terms of this Agreement may not be modified or amended except by a written document signed by all parties.

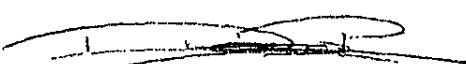
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth below.

Sun Logistics, Inc., a Florida corporation

By: 

Diego Pabon, President

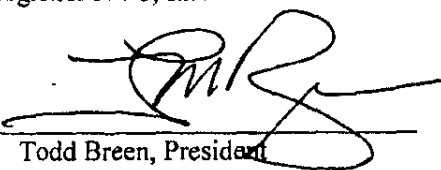
Date: 04-13-2012



Diego Pabon, Sole Shareholder

Date: 04-19-2012

Sun Logistics NYC, Inc.

By: 

Todd Breen, President

Date: 04-18-2012

## ARTICLES OF DISSOLUTION

Pursuant to section 607.1403, Florida Statutes, this Florida profit corporation submits the following articles of dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:  
Sun Logistics, Inc.

SECOND: The document number of the corporation (if known): P06000084735

THIRD: The date dissolution was authorized: 4/16/2012

Effective date of dissolution if applicable: 4/16/2012  
(no more than 90 days after dissolution file date)

FOURTH: Adoption of Dissolution (CHECK ONE)

☒ Dissolution was approved by the shareholders. The number of votes cast for dissolution was sufficient for approval.

☐ Dissolution was approved by the shareholders through voting groups.

*The following statement must be separately provided for each voting group entitled to vote separately on the plan to dissolve:*

The number of votes cast for dissolution was sufficient for approval by

\_\_\_\_\_  
(voting group)

Signature: 

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary)

Diego Pabon

(Typed or printed name of person signing)

President

(Title of person signing)

Filing Fee: \$35