

L14000023082

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

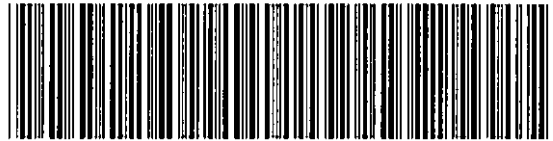
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000338659810

FILED
2020 APR -6 AM 8:33

01/06/20--01027--005 **43.75

04/07/20--01006--009 **11.25

Ant Diss / CC

APR 08 2020

I ALBRITTON

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Professional Waterproofing Solutions
(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:

John T. Hammen
(Name of Person)

(Firm/Company)

1518 S. LAKE MIRROR DR NW
(Address)

Winter Haven, FL 33881
(City/State and Zip Code)

For further information concerning this matter, please call:

John T. Hammen at (863) 651-2476
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee and Certificate of Dissolution

☐ \$55.00 Filing Fee, Certificate of Dissolution &
Certified Copy (additional copy is enclosed)

☒ Balance due 11.25

Mailing Address:

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

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303



2020 FEB -05 PM 13:15

FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 5, 2020

JOHN T. HAMMEN
1518 S. LAKE MIRROW DR NW
WINTER HAVEN, FL 33881

SUBJECT: PROFESSIONAL WATERPROOFING SOLUTIONS, LLC.
Ref. Number: L14000023082

We have received your document for PROFESSIONAL WATERPROOFING SOLUTIONS, LLC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The application/form submitted does not meet the requirements of this office; please complete the attached application/form.

There is a balance due of \$11.25.

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) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 020A00002674

**ARTICLES OF DISSOLUTION
FOR
A LIMITED LIABILITY COMPANY**

1. The name of a limited liability company is

Professional Waterproofing Solutions

2. The Articles of Organization were filed on 12/31/19 and assigned

document number L14000023092

3. The delayed effective date the dissolution if not effective on the date of filing: 12/31/19
(effective date cannot be prior to or more than 90 days later than date document is received for filing)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

4. A description of occurrence that resulted in the limited liability company's dissolution pursuant to section 605.0707, Florida Statutes, (copy 605.0707 on back cover letter).

See termination agreement dated 12-31-19

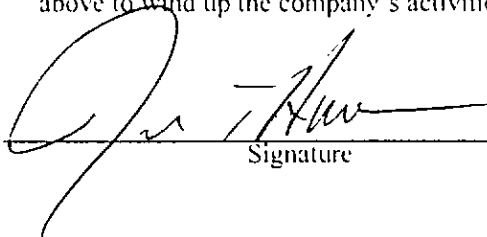
5. If there are no members, enter the name and address of the person appointed to wind up the company's activities and affairs:

John T. Hammer

1518 S. LAKE MIRROR DR NW

WINTER HAVEN, FL 33881

6. Signature of an authorized person or if there are no members, the signature of the person appointed and listed above to wind up the company's activities and affairs:


Signature

John T. Hammer
Printed Name

FILING FEE: \$25.00

2020 APR -6 AM 8:33

FILED

C68-1

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the "Agreement") dated this __31st__ day of December, 2019

BETWEEN:

Felix Vassallo of Professional Waterproofing Solutions, Inc.

-AND -

John T. Hammen of Professional Water Proofing Solutions, Inc.

(Collectively the "Parties" and individually the "Party")

BACKGROUND

- A. As of December 1, 2019 parties have elected to wind down the operations of the company.
- B. The company will complete all transactions in 2019 therefore no income or expenses are intended to be recognized during the 2020 calendar year.

IN CONSIDERATION OF and as a condition of the Parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

Termination

- 1. By this Agreement the Parties mutually dissolve the business.

Outstanding Obligations

- 2. The Parties acknowledge by the Agreement that the consideration presented and received by each other is fair, just and reasonable and that no further consideration, compensation or obligation will be due, payable or owing with regard to the business.

Release

- 3. By this Agreement each Parties agrees to release the other from any and all claims, causes of action, demands and liabilities of whatever nature which either Party had in the past, has now or may have in the future arising from or related to past agreement whether written or oral.

Compensation (At the time of this agreement the parties agree there is approximately \$92,000 in cash available for distribution and approximately \$25,000 in equipment, material and other.)

4. Parties agree the amount due and payable to Felix Vassallo is \$65,000, Sixty Five Thousand Dollars. Payment shall be made as follows:
 - a. 100% payable no later than 01/02/2020.
 - b. An amount of \$2,500.00 will be set aside in a personal account by Felix to compensate CPA for tax preparation, 2019 tangible property taxes, and any other pending expenses.
 - c. Any credits or debits coming out of closing accounts will be held in this same personal account until 12/31/2020.
5. Parties agree the amount due and payable to John T. Hammen is \$25,001, Twenty Five Thousand Dollars. Payment shall be made as follows:
 - d. 100% payable no later than 01/02/2020.
 - e. As part of the winding down of operations all assets other than cash will be sold to John T. Hammen by the company for \$1.00. This includes, but not limited to, all tool, equipment and stored materials on hand.

Confidentiality

6. The Parties acknowledge and agree that all Parties to this Agreement will keep completely confidential the terms and conditions of this Agreement, the Contract and any financial, operational or confidential information of any kind not already public.

Governing Law

7. The Parties submit to the jurisdiction of the courts of the State of Florida for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Florida.

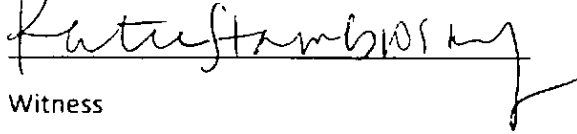
Miscellaneous Provisions

8. This Agreement may be executed in counterparts. Email signature are binding and are considered to be original signatures.
9. The Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other Party.
10. If any term, covenant, condition or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' Intent that such provision be reduced in scope by the court only to the extent deemed necessary by the court to render the provision reasonable and enforceable and the remainder of the provisions of the Agreement will in no way be affected, impaired or invalidated as a result.
11. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law:

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal of this _31st_
day of December, 2019.



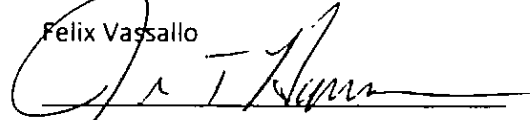
Witness



Witness



Felix Vassallo



John T. Hammen