

L16000053691

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

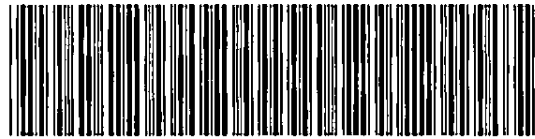
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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OCT 22 2018

STATE OF NEW YORK
DEPARTMENT OF TAXATION
AND FINANCE

2018 OCT 22 PM 3:54

FILED

D. BRUCE
NOV 01 2018

COVER LETTER

TO: Registration Section
Division of Corporations

Cuba Tours and Travel LLC

SUBJECT: _____
(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:

Peter Sanchez

(Name of Person)

c/o Trembly Law Firm

(Firm/Company)

9700 S. Dixie Highway, PH 1100

(Address)

Miami, Florida 33156

(City/State and Zip Code)

FILED
2018 OCT 22 PM 3:04
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS

For further information concerning this matter, please call:

Peter Sanchez

562

234-7551

at (_____) _____

(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)

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**

1. The name of a limited liability company is
Cuba Tours and Travel LLC

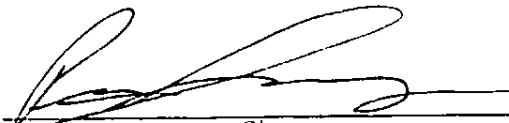
2. The Articles of Organization were filed on 03/17/2016 and assigned
document number L16000053691

3. The delayed effective date the dissolution if not effective on the date of filing: _____
(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 attached Court Order.

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

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

Peter Sanchez

Printed Name

FILING FEE: \$25.00

FILED
2016 OCT 22 PM 3:04
CLERK OF THE COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
TALLAHASSEE, FLORIDA

IN THE CIRCUIT COURT FOR THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

PETER SANCHEZ, individually,

Plaintiff,

CASE NO.: 2018-024045-CA-01

vs.

CUBA TOURS AND TRAVEL, LLC,

Defendant.

DECREE OF DISSOLUTION OF CUBA TOURS AND TRAVEL, LLC

THIS CAUSE, having come before the Court, and the Court, having reviewed *Plaintiff's Amended Complaint for Judicial Dissolution*, and the Court being otherwise fully advised on the premises, it is hereupon **ORDERED and ADJUDGED** as follows:

1. Plaintiff's Amended Complaint for Judicial Dissolution is GRANTED.
2. The Court finds that sufficient grounds exist under Fla. Stat. § 605.0702 for judicial dissolution of CUBA TOURS AND TRAVEL, LLC.
3. CUBA TOURS AND TRAVEL, LLC is hereby dissolved.
4. The Court reserves jurisdiction to direct the winding up and liquidation of the activities and affairs of CUBA TOURS AND TRAVEL, LLC pursuant to Fla. Stat. §§ 605.0709-605.0713.
5. Any all creditors must file with the clerk of court proofs under oath of their respective claims within four (4) months of the date of this Decree. Creditors and claimants failing to file proof of claims within the four (4) month deadline shall be barred from participating in the distribution of the assets of CUBA TOURS AND TRAVEL, LLC under Fla. Stat. § 605.0705.

DONE and ORDERED this 29 day of August, 2018 in Chambers in Miami-Dade County, Florida.

CONFORMED
COPY

AUG 7 9 2018

Rodney Smith
Circuit Court Judge



RODNEY J. SMITH
Circuit Court Judge

cc: Counsel of record

**Mowry Drive Fruit Farm v. Arrow Properties
Complaint**

agreement stating that MOWRY would pay a monthly rental payment of \$2,500.00, rather than an annual payment consisting of 40% of the gross revenue generated by the sale of each year's crop. The parties understood and agreed, however, that they would operate under the terms of GROVE LEASE #1, whereby MOWRY would pay an annual rental payment consisting of 40% of the gross revenue generated by the sale of each year's crop. The parties never intended that MOWRY would pay a monthly rental payment of \$2,500.00. MOWRY never made such payments, and ARROW PROPERTIES never demanded such payments.

17. On or about September 9, 2013, the parties executed the second lease agreement, hereinafter referred to as GROVE LEASE #2. (Exhibit 2 attached.) Other than the change to the term describing the timing and amount of rental payments, all other terms remained the same, including the Option to Purchase.

18. MOWRY submitted a copy of GROVE LEASE #2 to the USDA in support of its loan application dated September 17, 2013. The application was ultimately accepted, and the USDA issued a loan to MOWRY during the first quarter of 2014.

19. Throughout the full term of GROVE LEASE #1 and #2, both of which terminated on August 31, 2016, both parties fully performed their respective obligations as set forth in GROVE LEASE #1. After each year's growing season, in approximately September of that year, MOWRY paid its annual rent to ARROW PROPERTIES in the form of a lump-sum cash payment representing 40% of the revenue generated by that year's fruit crop, and ARROW PROPERTIES accepted these rent payments. At no time throughout the effective dates of GROVE LEASE #1 and #2 did MOWRY make any rent payments of \$2,500.00, nor did it make any rent payments on a monthly basis, nor did ARROW PROPERTIES ever demand such payments.

**Mowry Drive Fruit Farm v. Arrow Properties
Complaint**

20. Upon the expiration of GROVE LEASE #1 and #2, the parties did not immediately execute a written renewal or other written instrument, and they had no oral discussions regarding any changes to the terms of their original agreement as set forth in GROVE LEASE #1. Rather, the parties continued to perform under the terms of GROVE LEASE #1, despite the fact that the term of that lease had expired. To wit, MOWRY continued to farm and improve The Grove, and MOWRY paid its annual rent in the form of a lump-sum cash payment representing 40% of its crop revenue for each respective year, which ARROW PROPERTIES accepted.

21. In approximately summer of 2017, MOWRY again applied to the USDA for a loan. In order to consider MOWRY'S application, the USDA again required a copy of a current written lease agreement between MOWRY and ARROW PROPERTIES specifying a specific monthly lease payment amount.

22. Solely in order that MOWRY could provide the USDA with the required written lease agreement, on or about July 5, 2017, MOWRY and ARROW PROPERTIES executed another lease agreement, hereinafter referred to as GROVE LEASE #3, which was effective July 1, 2017 through June 30, 2020 (Exhibit 3 attached).

23. Other than the effective dates of the respective lease agreements, GROVE LEASE #3 differs from GROVE LEASE #1 in only two respects: (a) GROVE LEASE #3 specifies a rental payment of \$1,200.00 per month, rather than an annual lump-sum payment consisting of 40% of the crop revenue, and (b) the Option to Purchase, which had been present in GROVE LEASE #1 and #2, was omitted.

24. The parties intended, understood and agreed, however, that they would continue to operate under the terms of GROVE LEASE #1—as they had since September 3, 2013—whereby MOWRY would pay an annual rental payment consisting of 40% of the gross revenue generated