

L18000161204

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

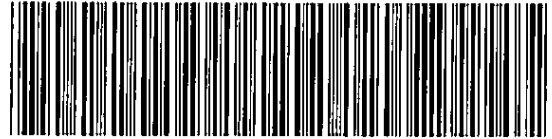
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Unit

Office Use Only



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2024 JAN 8 PM 5:13

COVER LETTER

TO: Registration Section
Division of Corporations

Tandem Wealth Consultants 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:

Rita Gatta

(Name of Person)

Tandem Wealth Consultants LLC

(Firm/Company)

221 Ocean Grande Blvd #401

(Address)

Jupiter, FL 33477

(City/State and Zip Code)

For further information concerning this matter, please call:

Rita Gatta

201 657-9710

al (_____)

(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 Address:

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

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

1. The name of a limited liability company is

Tandem Wealth Consultants LLC

2. The Articles of Organization were filed on 7/2/2018 and assigned

document number L18000161204

3. The delayed effective date the dissolution if not effective on the date of filing: N/A
(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).

Managing Member retired and all members decided to dissolve LLC.

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

activities and affairs:

Rita Gatta

221 Ocean Grande Blvd #401

Jupiter, FL 33477

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

Rita Gatta

Printed Name

FILING FEE: \$25.00

Notice of Limited Liability Company Dissolution

NOTE: This page is optional

This notice is submitted by the dissolved limited liability company named below for resolution of payment of unknown claims against this limited liability company as provided in s. 605.0712, F.S.

This "Notice of Limited Liability Company Dissolution" is optional and is not required when filing a voluntary dissolution.

Name of Limited Liability Company: Tandem Wealth Consultants LLC

Document number of Limited Liability Company is: L18000161204

Date of dissolution was: Jan 1, 2024

Description of information that must be included in a written claim:

Type of service provided
Date of service provided

Mailing address where claims can be sent: (Claims cannot be sent to the Division of Corporations)

Rita Gatta
221 Ocean Grande Blvd
#401
Jupiter, FL 33477

A claim against the above named limited liability company will be barred unless a proceeding to enforce the claim is commenced within 4 years after the filing of this notice.

Rita Gatta
Printed Name of the Person Filing

Rita Gatta
Signature of the Person Filing

Fee: No charge if included with Articles of Dissolution. If filed separately \$25.00

DISSOLUTION AGREEMENT

TANDEM WEALTH CONSULTANTS, LLC

This Dissolution Agreement ("Agreement"), made as of December 14, 2023 by and among Ocean Way Advisors, LLC and Epsilon Alpha Partners LLC (collectively, the "Members") sets forth the following:

WHEREAS, TANDEM WEALTH CONSULTANTS, LLC ("TWC"), a Florida limited liability company, was formed under the laws of the State of Florida by filing applicable certificates with the Department of State in or about July, 2018;

WHEREAS, the Members and TWC are party to that certain Operating Agreement dated July 5, 2018 ("Operating Agreement");

WHEREAS, TWC has been engaged in the business of consulting high asset value individuals with regards to wealth management endeavors;

WHEREAS, the parties have recently had discussions, led by the managing member, Rita Gatta, about winding up the affairs of TWC and that a special meeting was accordingly held on October 5, 2023, wherein a resolution for *windup* of TWC's affairs and consequential *dissolution* was secured;

WHEREAS, the Members now wish to dissolve the Company, pursuant to the terms and conditions of this Agreement;

WHEREAS, Rita Gatta and David Weingroff are the sole current members of Ocean Way Advisors, LLC and David Duebendorfer and Peter Rup are the sole current members of Epsilon Alpha Partners LLC.

NOW THEREFORE, in consideration of the mutual premises contained in this Agreement, the Members agree as follows:

- 1. Agreement to Terminate the Company.** The Members unanimously consent to the dissolution and termination of the Company, and agree to execute and hold in escrow (for a period extending no later than December 31, 2024), a certificate of dissolution to be filed with the Florida Department of State.

2. Winding Up. Over the next several months, the Managing Member shall, as soon as reasonably practicable, (i) discharge TWC's debts, obligations, and other liabilities; (ii) settle and close TWC's activities and affairs; (iii) marshal and distribute TWC's assets; and (iv) perform such other acts as may be necessary or appropriate to the winding up of TWC in accordance with applicable law. TWC shall rely upon their financial report and tax return for year end 2023.

3. Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the liabilities of TWC shall be entitled to payment in accordance with the following order of priority:

- (a) To creditors, including members or managers who are creditors, in the order of priority as provided by law and any contractual agreements then in effect between the Company and such persons, in satisfaction of the liabilities of the Company, whether by payment or the making of reasonable provision for payment thereof;
- (b) Reasonable expenses associated with said dissolution incurred throughout year 2024, shall be reimbursed to managing member to the extent approved in advance by unanimous consent of the Members; and
- (c) Remaining assets shall be distributed among Members in accordance with Sections 5.3(b) and (c) of the Operating Agreement.

4. Provision for Claims. TWC shall pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional, or unmatured claims and obligations, known to TWC. If there are sufficient assets, such claims and obligations shall be paid in full, and any such provision for payment shall be made in full. If there are insufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims and obligations of equal priority, ratably to the extent of assets available therefor. Notwithstanding anything in this Agreement to the contrary, TWC shall have no obligation to pay any claims that are permitted to be barred pursuant to applicable laws and regulations.

5. Liquidation of Assets; Payment of Debts; Accounting. The liquidating managing member shall keep all Members reasonably apprised of the status of the liquidation and termination, shall conduct and apprise the Members with an inventory of Company assets, shall prepare and file all required federal and state income tax returns, and shall provide TWC accounting prior to any distribution.

6. Certificate of Termination/Certificate of Dissolution. Once (i) all debts, obligations, and other liabilities of the Company have been paid and discharged, or adequate provision has been made therefor; (ii) all remaining property and assets of the Company have been distributed among the Members in accordance with their respective rights and interests; and (iii) adequate provision has been made for the satisfaction of any judgment that may be entered in any pending action, unless no such action exists, the managing member shall promptly cause TWC to file a certificate of termination (if applicable) and the Certificate of Dissolution with the Florida Department of State, and TWC shall accordingly be deemed terminated pursuant to applicable statute.

7. Indemnification. TWC hereby indemnifies and saves harmless, to the maximum extent permitted by law, the Members and Managing Member - from and against any claims, demands, actions, losses, and damages suffered by such Members or Managers resulting from the conduct of TWC and its liquidation and termination pursuant to the terms and conditions of this Agreement and applicable law if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of TWC. Except as otherwise provided by applicable law, and notwithstanding anything in Section 5.3 of the Operating Agreement to the contrary, the debts, obligations and liabilities of TWC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of TWC, and neither the Members nor any representative, agent, employee, or officer of a Member shall be obligated personally for any such debt, obligation or liability of TWC.

8. Parties Bound. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, and assigns of each of the Members.

9. Books and Records. Prior to the termination of TWC, the Managing Member shall, at no additional expense to TWC or the other Member, provide a complete and accurate copy of the books and records of TWC to the other Member.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the day and year first above written.

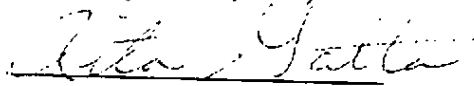
Dated: Dec. 19, 2023

Epsilon Alpha Partners LLC:

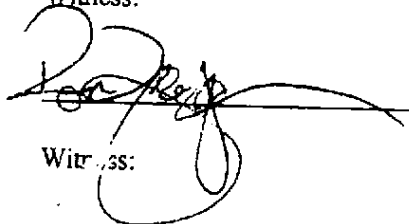

David Diebendorfer


Peter Run

Ocean Way Advisors, LLC
(managing member, TWC):


Rita Gatta (OWA):

Witness:


Witness:
