

L18000241747

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

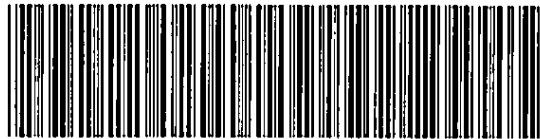
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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FILED
2019 MAR -1 P 3 31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MAR 07 2019
T. LEMIEUX

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Cornerstone Glass, LLC
(Name of Limited Liability Company)

The enclosed Articles of Dissolution and fees(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jason Fry / B.J. Rinaldo

(Name of Person)

Cornerstone Glass, LLC

(Firm/Company)

804 Cutler Drive

(Address)

Seffner, Florida 33584

(City/State and Zip Code)

For further information concerning this matter, please call:

B.J. Rinaldo

(Name of Person)

at (863) 308-2927

(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

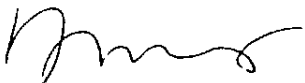
**ARTICLES OF DISSOLUTION
FOR
CORNERSTONE GLASS, LLC**

THE MEMBERS of Cornerstone Glass, LLC, pursuant to Florida Statutes, unanimously consent to the dissolution of the limited liability company.

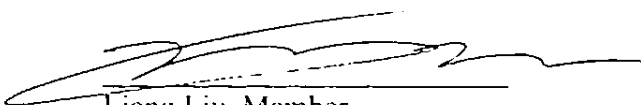
1. The name of the limited liability company is Cornerstone Glass, LLC.
2. The Articles of Organization were filed on October 12, 2018 and assigned document number L18000241747.
3. The effective date of the dissolution is the date of filing.
4. The members as listed below unanimously consent that the limited liability company should be dissolved.

The execution of this statement constitutes an affirmation under penalties of perjury that the facts stated herein are true.

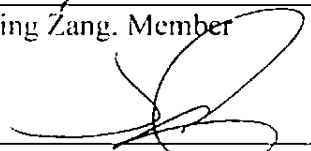
Signed this 19 day of February, 2019.



Ying Zang, Member



Liang Liu, Member



Jason Fry, Member

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TALLAHASSEE, FLORIDA

2. Accounts Payable & Assumption of Liabilities

The business has liabilities in the amount of \$ 244,485.95 which are accounts payable due to trade vendors. *The Vendors and amount due to each are listed in the Attached Schedule A.* It is the intention of the parties that Schedule A is incorporated into this Agreement and is a material part of this Agreement.

As part of the consideration of this Agreement, Buyer agrees to assume and to pay the liabilities attached to this agreement as Exhibit A. This term and this section is a material part of the agreement.

3. Consideration & Purchase Price

Purchase Price for Business Assets. The parties agree that the consideration and the total purchase price for the Assets shall be the Buyer's Assumption of the Liabilities as set forth in Section 2. There shall be no other payment due from the Buyer other than the Assumption of the Liabilities as stated herein.

4. Transfer of 100% of Stock Ownership

Seller warrants and covenants that he owns 100% of the ownership shares of the business. As additional consideration to this Agreement, Seller Ruben Varela shall transfer 100% of his stock to Buyer. By executing this Agreement, Buyer accepts the transfer of the 100% stock of the Corporate entity of T-Shirts & Linens Corp.

5. Closing Date

The closing of the purchase and sale provided for herein (the "Closing Date") will be the latest date in which both parties have executed this agreement. The Parties will be responsible for their respective legal and professional fees associated with this purchase and sale.

6. Indemnification

Buyer hereby agrees to indemnify, defend, and hold Seller and its assigns, directors, members, managers, partners, officers, and authorized representatives harmless from and against any and all claims, liabilities, obligations, costs, taxes, fees, wages, financial obligations, and expenses of every kind, including reasonable attorney fees, whether known or unknown, arising out of or related to this transaction and Buyer's promises under this Agreement.

7. Authorization to Update Florida Department of State (Division of Corporations) Sunbiz Records

By execution of this Agreement, the Buyer expressly consents, agrees and authorizes the Seller (and its agents) to update the corporate information for T-Shirts & Linens Corp on the State of Florida's website for the Division of Corporations (Sun Biz Records) to reflect the Buyer as the Registered Agent for the Company, as the President of the Company and place the address of 3823 Pine Comb Circle, Clearwater, Florida 33520 as the principal place of the business. The Buyer acknowledges that the Seller shall remove himself as the Registered Agent and Officer of the Business/Corporation. The Buyer further authorizes the Seller to file the 2019 Annual Report on its behalf and Seller shall pay all fees related to the 2019 Annual Report Filing.

BILL OF SALE

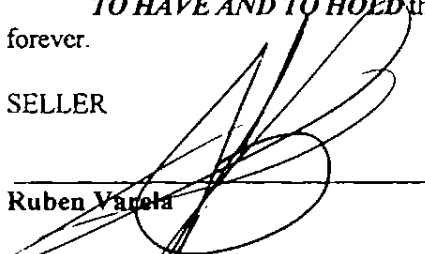
KNOW ALL MEN BY THESE PRESENTS, that *Ruben Varela (Seller)*, of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by *Joanne Kearney (Buyer)*, of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the party of the second part, their heirs and assigns, all those certain goods and chattels, described as follows:

All assets, shares and interests of Seller in T-Shirts & Linens Corp, a Florida Corporation, including, but not limited to, all of Seller 's right, title and interest in, merchandise inventory, customer list, goodwill, existing signs, occupational licenses, trade name, and other items utilized or granted to or by Seller in connection with such business as set forth in the Business Asset Purchase Agreement as executed by the parties.

The Party of the first part warrants that it is the lawful owner of said business and willingly transfers its rights title and interest in the said business to seller for the consideration and terms and conditions as set forth in the Business Asset Purchase Agreement as contemporaneously executed by the parties.

TO HAVE AND TO HOLD the same unto the party of the second part, their heirs and assigns forever.

SELLER



Ruben Varela

Witness as to Seller

Name: _____

Date: _____

10 / 4 / 18

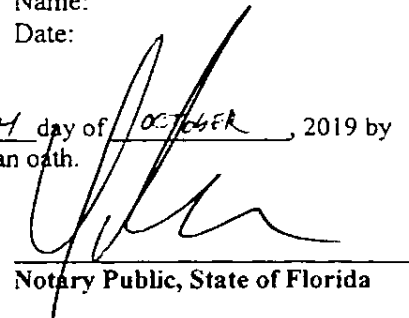
Date

10 / 4 / 18

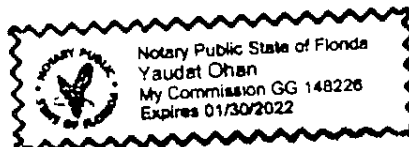
Name:

Date: _____

SWORN TO AND SUBSCRIBED before me this 4 day of OCTOBER, 2019 by *Ruben Varela* who is personally known to me and did take an oath.



Notary Public, State of Florida



IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

SELLER/ SELLING SHAREHOLDER

Ruben Varela,

Date _____

OCT 4 2018

Witness as to Seller

Name:

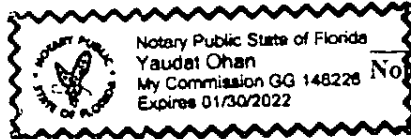
Date:

Name:

Date:

Oct 4 2018

SWORN TO AND SUBSCRIBED before me this 15 day of February, 2019 by Ruben Varela who is personally known to me and did take an oath.



Notary Public, State of Florida

BUYER

Joanne Kearney

Date _____

10-4-2018

Witness as to Buyer

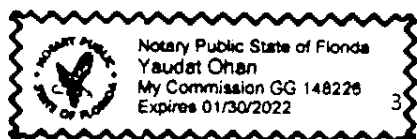
Name:

Date:

Name:

Date:

SWORN TO AND SUBSCRIBED before me this 17 day of February, 2019 by Joanne Kearney who is personally known to me and did take an oath.



Notary Public, State of Florida

**T-shirts & Linens Corp.
Unpaid Bills Detail**

Type	Date	Num	Due Date	Open Balance
FASHION TEXTILE				
Bill	11/23/2016		10/01/2018	43,089.83
Total FASHION TEXTILE				43,089.83
FEDEX				
Bill	10/01/2018		10/11/2018	1,000.00
Total FEDEX				1,000.00
GILDAN ACTIVEWEAR SRL				
Bill	07/21/2017		07/31/2017	142,536.42
Total GILDAN ACTIVEWEAR SRL				142,536.42
MELATEX, INC				
Bill	12/02/2016		12/22/2016	12,000.00
Total MELATEX, INC				12,000.00
SD WHOLESALE				
Bill	05/04/2017		06/04/2017	45,859.70
Total SD WHOLESALE				45,859.70
TOTAL				244,485.95

SCHEDULE A