

L19000265862

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D. BRUCE

AUG 15 2020

COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Truly Sealed Spray Foam Insulation 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:

Dalton Call  
Name of Person

Truly Sealed Spray Foam Insulation  
Firm/Company

12471 Hull RD  
Address

Clermont / FL 34711  
City/State and Zip Code

Trulysealed@gmail.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dalton Call at (352) 638 3725  
Name of Person Area Code Daytime Telephone Number

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

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF**

Terly Sealed Spray Foam Insulation 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 10-23-2019 and assigned Florida document number 219000265862.

This amendment is submitted to amend the following:

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

The new name must be distinguishable and contain 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)

12471 Hull RD  
Clermont, FL 34711

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

12471 Hull RD  
Clermont, FL 34711

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**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:

12471 Hull RD  
Enter Florida street address

Clermont, Florida 34711  
City 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 605, 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 Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Lang, John T. II		<input type="checkbox"/> Add
		3448 Wild Myrtle Ct	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
		3448 Wild Myrtle Ct, Windermere, FL	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Call, Dalton S		<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
		12471 Hull Rd, Clermont, FL 34711	<input checked="" type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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

Multiple horizontal lines for amending information.

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E. Effective date, if other than the date of filing: \_\_\_\_\_ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

**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.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated \_\_\_\_\_

*D. Call*

Signature of a member or authorized representative of a member

DALTON CALL

Typed or printed name of signee

# Partnership Dissolution Agreement

The partnership Dissolution Agreement (the "Agreement"), is made and effective this date: June 12, 2020.

BETWEEN: **John T. Lang II** (the "Selling Partner"), a corporation organized and existing under the laws of the STATE of FLORIDA, with its head office at: 3448 WILD MYRTLE CT. WINDERMERE, FL 34786

AND: **Dalton S. Call** (the "Purchasing Partner"), a corporation organized and existing under the laws of the STATE of FLORIDA, with its head offices at: 3448 WILD MYRTLE CT. WINDERMERE, FL 34786

## Recitals

- A. The parties are partners in the business of **TRULY SEALED SPRAY FOAM INSULATION LLC OF 3448 Wild Myrtle Court Windermere, FL 34786**, established for the purpose of doing business, and established on October 23, 2019
- B. Pursuant to the terms of the verbal partnership agreement a buy or sell notice was given by the Selling Partner to Purchasing Partner.
- C. The Purchasing Partner has exercised its option to purchase the interest of Selling Partner in and to the partnership business.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in the agreement, the parties agree as follows.

## 1. SALE OF INTEREST; PURCHASE PRICE

Selling Partner shall sell its 50% interest in the partnership business, including its 100% interest in all of the equipment, stock merchandise, accounts receivable, moneys, and all of John T. Lang II right in, title, and interest in and to any and all of the assets of the partnership, to Purchasing Partner for the amount of \$2,000 ( made payable in installments of \$2,000 a month for 24 months). Payments to begin on August 1, 2020 and continue until August 1, 2022. All payments must be made by the 15<sup>th</sup> of every month. Payments received after the 15<sup>th</sup> of the month will be subject to a 5% penalty fee. If payments are more than 30 days late the equipment (trailer) will be recovered and held by John Lang II until payments are caught up.

## 2. ASSUMPTION OF OBLIGATIONS

The Purchasing Partner shall and do assume and agrees to pay all of the outstanding debts and obligations of the partnership business, and to perform all of the covenants of the lease on the equipment and to perform all of the outstanding contracts and agreements required to be performed by the partnership and agrees to save and hold harmless Selling Partner against any claims except those specifically mentioned in this agreement. All repairs and damages will be the sole obligation of the Purchasing Partner.

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**3. INDEMNIFICATION**

The Selling Partner warrants and represents that it has incurred no debts, nor contracted any obligations nor incurred any liability in the name of the partnership or for which the partnership would be liable, other than those debts, obligations, or liabilities as are disclosed in the partnership books of which Selling Partner has advised the Purchasing Partner. The Selling Partner agrees to indemnify and save and hold harmless the Purchasing Partner on account of any claims that may be made against the partnership name or for which the partnership became liable on account of any of John T. Lang II's actions and of which Selling Partner failed to inform the Purchasing Partner. Any liabilities or debts incurred with the knowledge of both partners before the dissolution of partnership will be the liability of both selling partner and purchasing partner.

**4. TAX RETURN AND PAYMENTS**

Each of the parties shall pay their individual income taxes, both federal and state, on the income received from such partnership business.

**5. ASSUMPTION OF TAX OBLIGATIONS**

The general taxes and all other taxes and all other tax obligations shall be considered an obligation of the partnership and are now assumed by the Purchasing Partner.

**6. DISSOLUTION**

The partnership existing between the parties under the name of Truly Sealed Spray Foam Insulation LLC is dissolved and this agreement constitutes a full and complete accounting and liquidation of the partnership business. Except as otherwise reserved in this agreement, Selling Partner acknowledges that it has no claim or demand of any kind in nature against Purchasing Partner acknowledges that it a no claim or demand of any kind against Selling Partner.

**7. GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herto have executed this Partnership Dissolution Agreement as of the date first above written.

SELLING PARTNER

*[Handwritten Signature]* 6/18/2020

Authorized Signature Date

John T Lang / owner

Printed Name and Title

*[Handwritten Signature]* 6/18/2020

Notary Signature Date *only John Long Signature*



PURCHASING PARTNER

*[Handwritten Signature]* 06-20-2020

Authorized Signature Date

Datton Call / owner

Printed Name and Title

*[Handwritten Signature]* 6/20/20

