

L23000222867

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

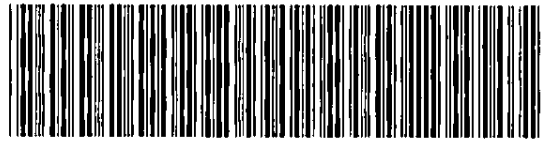
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

J. HORNE
MAY 21 2024

Office Use Only



400428389184

04/29/24--01006--009 **55.00

FILED
2024 APR 29 PM 12:54

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Puri Living, LLC

(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:

Barry L. Miller

(Name of Person)

Barry Miller Law

(Firm/Company)

11 N. Summerlin Avenue, Suite 100

(Address)

Orlando, FL 32801

(City/State and Zip Code)

For further information concerning this matter, please call:

Barry Miller at (407) 423-1700

(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**

FILED
2024 APR 29 PM 12:54
CLERK OF THE COURT
JANUARY 2024

1. The name of a limited liability company is

Puri Living, LLC

2. The Articles of Organization were filed on May 5, 2023 and assigned

document number L23000222867

3. The delayed effective date the dissolution if not effective on the date of filing: April 30, 2024
(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).

Pursuant to a meeting of the members, the members unanimously agreed to the dissolution of the company

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

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

Maryo. Wangke

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: Puri Living LLC

Document number of Limited Liability Company is: L23000222867

Date of dissolution was: April 30, 2024

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

Details of service rendered or product provided including signed contract and invoices.

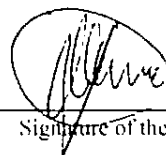
Mailing address where claims can be sent: (Claims cannot be sent to the Division of Corporations)

9098 MORGANA COURT WINTER GARDEN, FL 34787

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.

Maryo Wangke

Printed Name of the Person Filing



Signature of the Person Filing

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

AGREEMENT TO DISSOLVE PURI LIVING LLC AND DISTRIBUTE ASSETS

This Agreement to Dissolve LLC and Distribute Assets ("Agreement") is entered into on this ___ day of April, 2024 ("Effective Date") by and among all of the members and managers of Puri Living, LLC, ("LLC") a limited liability company organized under the laws of the state of Florida, with its principal place of business located at 9098 Morgana Court, Winter Garden, FL 34787. The only members and managers are: Maryo Wangke whose address is 1004 Papaya Cir. Davenport and Rosita Lee whose address is 9098 Morgana Court, Winter Garden, FL 34787 ^{FL 33897}

1. Dissolution Decision

The members and managers of the LLC hereby unanimously agree to dissolve the LLC.

2. Effective Date of Dissolution

The dissolution of the LLC shall become effective as of April 22, 2024.

3. Distribution of Assets and Payment to Member

Upon dissolution, the only asset of the LLC shall be distributed as follows:

Quit claim deed to TRASH TO TREASURE RENTAL LLC for the property located at 138 Jerica Lane, Davenport, FL 33897 Legal description:

Lot 215, Davenport Lakes Phase Five, according to the map or plat thereof as recorded in Plat Book 97, Page 49, of the Public Record of Polk County, Florida. (the "Property")

Maryo Wangke shall pay Rosita Lee the sum of One Hundred Fifty Three Thousand Dollars (\$153,000.00) which shall be paid to the trust account of Barry L. Miller, P.A., (Escrow Agent") on or before April 22, 2024 to the Escrow Agent.

Rosita Lee shall credit Maryo Wangke \$602.10 representing her portion of property taxes for 2024. This shall be final with no further adjustments.

Parties shall pay for the cost of their own attorneys and shall equally split the costs of LLC Dissolution filing fee Maryo Wangke shall pay any recording and filing fees for the Quit Claim Deed.

4. Liabilities

The members and managers state there are no outstanding debts, obligations, or liabilities of the LLC prior to the distribution of assets and dissolution.

5. Tax Considerations

The members acknowledge that they have been advised to seek the guidance of a tax professional regarding the tax implications of the dissolution and distribution of assets. Maryo Wangke, at his cost and expense, shall cause a final tax return to be filed for the LLC no later than May 30, 2024 and shall provide a copy of the tax return and K-1s to Rosita Lee.

6. Indemnification

Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party"), its affiliates, and its respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, judgments, settlements, costs and expenses (including reasonable attorney's fees) arising from or in connection with any breach of this Agreement and/or dissolution of LLC by the Indemnifying Party or its representatives, except to the extent that such claims, damages, losses, liabilities, judgments, settlements, costs and expenses are caused by the negligence or intentional misconduct of the Indemnified Party. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party's expense.

This indemnification shall survive Closing.

7. Notices.

All notice and communications to any party required hereunder shall be in writing and shall be delivered to such party at his, her or its address set forth at the beginning of this Agreement, or to such other address as such party may designate by notice given hereunder. Any notices and communications which are mailed, shall be sent by registered or certified first-class mail, postage prepaid or by overnight courier (i.e. UPS).

8. Governing Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue for any action shall be proper in Orange County, Florida only.

9. Entire Agreement and Amendments.

This Agreement, including the exhibits, schedules and certificates referred to herein which are a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and may be amended only by a written instrument executed by all of the parties hereto, or their respective heirs, successors, personal representatives and assigns. There are no restrictions, promises, warranties, covenants or undertaking other than those expressly set forth herein.

10. Attorney's Fees.

In the event either party commences legal action to enforce its rights under this agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorney's fees and costs, including any appeals.

11. WAIVER OF JURY TRIAL.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.


12. Binding Effect

The provisions of this Agreement are binding upon and will inure to the benefit of the successors and assigns of the parties. This provision is not, however, a waiver or limitation of the prohibition on transfer contained in this Agreement

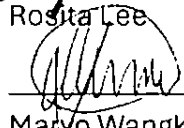
13. Headings.

Headings are inserted for convenience and do not form a part of the Agreement

The undersigned constituting all of the members and managers of the LLC hereby execute this Agreement as of the date first written above.



Rosita Lee



Maryo Wangke

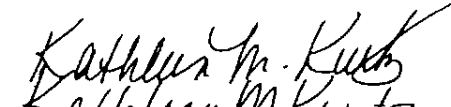
STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of April, 2024, by Rosita Lee, individually, who ☐ is personally known to me or ☒ has produced a Driver's License as identification.

My Commission Expires: Aug 21, 2027
(SEAL)



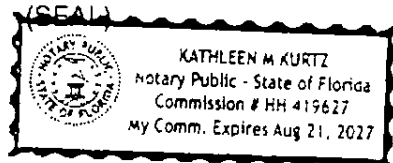
Notary Public
Printed Name: Kathleen M. Kurtz


Kathleen M. Kurtz

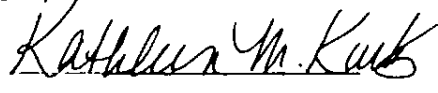
STATE OF FLORIDA
COUNTY OF OSCEOLA

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My Commission Expires: Aug 21, 2027
(SEAL)



Notary Public
Printed Name: KATHLEEN M. KURTZ


KATHLEEN M. KURTZ

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

FILED
2024 APR 29 PM 12:54
CLERK OF THE COURT
JUDICIAL CIRCUIT IN AND FOR
THE SEVENTH JUDICIAL CIRCUIT
IN FLORIDA
TALLAHASSEE, FLORIDA

1. The name of a limited liability company is

Puri Living, LLC

2. The Articles of Organization were filed on May 5, 2023 and assigned

document number L23000222867

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Signature

Maryo. Wangke

Printed Name

FILING FEE: \$25.00

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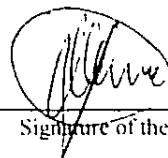
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Maryo Wangke

Printed Name of the Person Filing



Signature of the Person Filing

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Rosita Lee



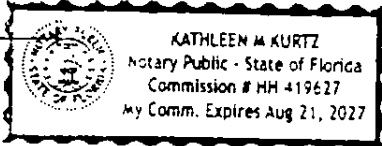
Maryo Wangke

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of April, 2024, by Rosita Lee, individually, who ☐ is personally known to me or ☒ has produced a Driver's License as identification.

My Commission Expires: Aug 21, 2027
(SEAL)



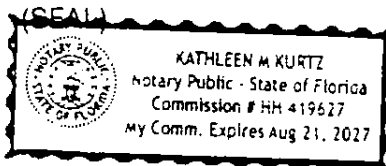
Notary Public
Printed Name: Kathleen M. Kurtz

STATE OF FLORIDA

COUNTY OF OSCEOLA

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My Commission Expires: Aug 21, 2027
(SEAL)



Notary Public

Printed Name: KATHLEEN M. KURTZ