

M11000000281

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

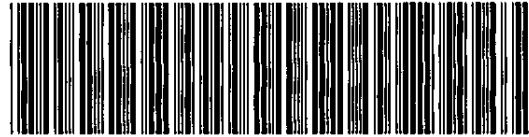
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

AUG 28 2012
L SELLERS

Office Use Only



900238806039

08/24/12--01025--012 **55.00

FILED
12 AUG 24 AM 11:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Be Shorts Online, LLC
(Name of Foreign Limited Liability Company)

Dear Sir or Madam:

The enclosed withdrawal and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Louis R. Malikow, Esq.
(Name of Person)

Be Shorts Online, LLC
(Firm/Company)

340 Broadway, Third Floor
(Address)

Saratoga Springs, NY 12866
(City/State and Zip Code)

For further information concerning this matter, please call:

Victor E. Sears II at (313) 234-7106
(Name of Person) (Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> \$25 Filing Fee | <input checked="" type="checkbox"/> \$30 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55 Filing Fee &
Certified Copy | <input type="checkbox"/> \$60 Filing Fee,
Certificate of Status &
Certified Copy |
|---|--|--|--|

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR
WITHDRAWAL OF AUTHORITY TO TRANSACT BUSINESS IN
FLORIDA**

Be Shorts Online, LLC

(Name of limited liability company)

Delaware

(Jurisdiction of its organization)

M11000000287

(Florida Document Number)

This limited liability company is no longer transacting business in Florida and surrenders its authority to transact business in this state.

This limited liability company revokes the authority of its registered agent to accept service on its behalf and appoints the Department of State as its agent for service of process based on a cause of action arising during the time it was authorized to transact business in Florida.


340 Broadway, Third Floor

(Mailing address)

Saratoga Springs, NY 12866

(City/State/Zip)

The limited liability company agrees to notify the Department of State in the future of any change in its mailing address.



(Signature of member or authorized representative of a member)

Louis R. Malikow

(Typed or printed name of signee)

FILED
12 AUG 24 AM 11:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Filing Fee: \$25.00

CERTIFICATE OF CANCELLATION

OF

BE SHORTS ONLINE, LLC

July 20, 2012

1. **Name of Company.** The name of the limited liability company is: BE SHORTS ONLINE, LLC.
2. **Date of Formation.** The Certificate of Formation of Be Shorts Online, LLC was filed on October 4, 2010.
3. **Effective Date of Cancellation.** The effective date of cancellation of the Certificate of Formation shall be upon the filing of this Certificate of Cancellation with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Cancellation as of the date first written above.

BE SHORTS ONLINE, LLC

By:


Louis R. Malikow, Manager

**UNANIMOUS WRITTEN CONSENT OF
THE MEMBERS OF
BE SHORTS ONLINE, LLC
a Delaware limited liability company**

July 20, 2012

ELECTION TO WINDUP AND DISSOLVE

The undersigned, constituting all of the members (each a "Member" and collectively, the "Members") of BE SHORTS ONLINE, LLC, a Delaware limited liability company ("Company"), do by this writing waive notice and calling of a meeting regarding the dissolution of the Company, and in accordance with that certain Limited Liability Company Agreement, dated October 4, 2010, between B & D Holding Company, LLC and LB Stores S.a.r.l. (the "Operating Agreement") and the laws of the State of Delaware, hereby take the following actions and adopt the following resolutions.

WHEREAS, the Company no longer serves any purpose, does not conduct any business, and accordingly, it is deemed to be in the best interest of the Company to windup and dissolve, in accordance with the following plan of dissolution and liquidation of the Company, so approved by the undersigned:

NOW, THEREFORE, BE IT RESOLVED, the Company shall wind up its final affairs and dissolve and be terminated.

RESOLVED, that Louis R. Malikow, as manager of the Company, is hereby appointed as "Liquidator" of the Company and is authorized and directed to take all of the requisite actions and execute, deliver and file any and all documents and certificates required in order to formally dissolve and terminate the Company, including, without limitation: (i) to do all things in connection with the winding up of any remaining affairs of the Company and to dissolve the Company in accordance with the laws of the State of Delaware and the Operating Agreement of the Company; (ii) to oversee the winding up and liquidation of the Company, taking into full account the liabilities and assets of the Company, if any; (iii) to pay or provide for all known debts and liabilities of the Company; (iv) to direct the filing of the final federal; and state tax returns of the Company as may be required; (v) to execute, deliver and file a Certificate of Cancellation with the Delaware Secretary of State; and (vi) after a full accounting, distribute the Company's remaining property to its Members, in accordance with the Operating Agreement.

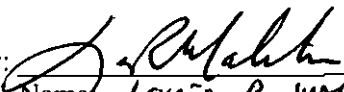
RESOLVED, further, that the Liquidator is hereby authorized and directed to take all such further actions which may be required and execute any and all other documents necessary to wind up the affairs of the Company, and effectuate the dissolution and termination of the Company. The undersigned hereby authorizes and approves any and all such actions previously taken or documents and instruments previously executed by the Liquidator and/or any other authorized officer of the Company, in connection with the dissolution and termination of the Company as so authorized by these resolutions.

RESOLVED, that this Unanimous Written Consent may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same Unanimous Written Consent, as the authorizing resolution for the dissolution and termination of the Company as set forth herein.

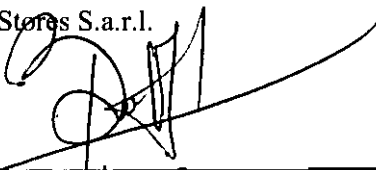
IN WITNESS WHEREOF, the undersigned, being all of the Members of the Company, have executed this Unanimous Written Consent, effective as of the date first written above.

MEMBERS

B & D Holding Company, LLC

By: 
Name: Louis R. Morikow
Title: Manager

LB Stores S.a.r.l.

By: 
Name: Loïc BERTHELOT
Title: GERANT

CERTIFICATION

July 20, 2012

I, Louis R. Malikow do hereby certify that I am the duly appointed and acting Manager of Be Shorts Online, LLC, a Delaware limited liability company (the "Company"), and that the foregoing Unanimous Written Consent of the Members was adopted by each Member on July 20, 2012. I do further certify that the foregoing Unanimous Written Consent has not been rescinded, modified, or amended, in whole or in part, and that the Unanimous Written Consent remains in full force and effect as of the date hereof.

By:


Louis R. Malikow, Manager

DISSOLUTION AND WIND-UP AGREEMENT

This Dissolution and Wind-Up Agreement ("Agreement") is entered into as of July 20, 2012 by and between B & D Holding Company, LLC and LB Stores S.a.r.l. (each a "Member" and collectively, the "Members"), as all of the Members of Be Shorts Online, LLC, a Delaware limited liability company (the "Company").

RECITALS

- A. Each Member is a party to that certain Limited Liability Company Agreement of the Company, dated October 4, 2010 (the "Operating Agreement");
- B. Pursuant to Section 18-801(a)(3) of the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq., and as amended from time to time, the "Act"), a limited liability company is dissolved and its affairs shall be wound up upon the affirmative vote or written consent of the members of the limited liability company, unless otherwise provided in the Operating Agreement;
- C. The Operating Agreement provides, in Section 12.1(b), that the Company shall be dissolved upon the unanimous written consent of the Members;
- D. The total number of issued and outstanding membership units is One Hundred (100) units, and each Member is the beneficial owner of Fifty (50) units;
- E. The Members desire to dissolve the Company, and wind up its affairs in the manner and subject to the terms and conditions more particularly set forth in this Agreement; and
- F. As part of the dissolution of the Company and the winding up of its affairs, the Members desires to distribute its assets in the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Members, intending to be legal bound, hereby agree as follows:

- 1. Dissolution of the Company.
 - a. Agreement to Dissolve. The Members hereby agree, pursuant to Section 18-801(a)(3) of the Act, to dissolve the Company pursuant to the provisions of this Agreement. No further business shall be transacted or done by the Company, and no further obligations shall be incurred by or on its behalf from and after, the date of this Agreement, except as may be necessary to wind up the business and affairs of the Company pursuant to this Agreement and Article 12 of the Operating Agreement.

15

b. Distribution of Assets. All assets of the Company shall be applied and distributed in the manner set forth in Section 12.2 of the Operating Agreement, which requires the assets to be applied and distributed in the following order of priority:

i. First, to the payment of the debts and liabilities of the Company owing to creditors other than the Members;

ii. Second, to the payment of debts and liabilities owing to the Members, if any; and

iii. Any assets remaining shall be distributed to the Members in accordance with their respective positive capital account balances after giving effect to the capital account adjustments for the Company taxable year in which such a dissolution and liquidation occurs.

c. Termination. The Company shall be terminated and dissolved when all cash or property available for application and distribution have been applied and distributed to the Members and their respective capital accounts. Upon such application and distribution, the Company shall file a certificate of cancellation with the Delaware Secretary of State, as provided by applicable Delaware law.

d. No Personal Liability. Each Member agrees that he/she shall not have any personal liability for any obligations or liabilities of the Company. All of the Company's obligations and liabilities shall be satisfied solely out of the Company's assets.

2. Representations. Each Member represents as follows and agrees that the representations of such Member set forth in this Agreement shall survive the execution and delivery of this Agreement:

a. The Member has not previously hypothecated, sold, conveyed, assigned, encumbered, transferred or otherwise disposed of all or any portion of such Member's interest in the Company.

b. The Member has not impaired such Member's ability to enter into and perform its obligations under this Agreement.

c. This Agreement has been duly executed and delivered by the Member and constitutes the legal, valid and binding obligation of such Member, enforceable in accordance with its terms (except to the extent limited by bankruptcy, insolvency or other laws affecting creditor's rights generally).

3. General Provisions.

a. Binding Agreement. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each Member.

b. Choice of Law. The validity of this Agreement, the construction, interpretation and enforcement hereof and the rights of the parties with respect to all matters

arising under this Agreement shall be determined under, governed by and construed in accordance with the laws of the State of Delaware.

c. Amendments in Writing. This Agreement can only be amended by a writing signed by the Members.

d. Integration. This Agreement reflects the entire understanding of the Members with respect to the transactions contemplated thereby.

e. Section Headings. Headings and numbers have been set forth in this Agreement for convenience only. They do not limit, alter or affect the meaning of this Agreement or any of its provisions.

f. Time of Essence. Time is strictly of the essence under this Agreement and any amendment, modification or revision hereof.

g. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken as a whole constitute one and the same instrument.

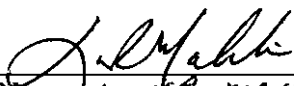
h. Further Assurances. Each Member hereby agrees to take such other further actions and to execute such other documentation as may be reasonably required to carry out the intent and purposes of this Agreement.



(Remainder of page intentionally left blank)

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

MEMBERS

B & D Holding Company, LLC

By: 
Name: LOUIS MACKAY
Title: MANAGER

LB Stores S.a.r.l.

By: 
Name: Joë BERTHET
Title: GERANT