

188142

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

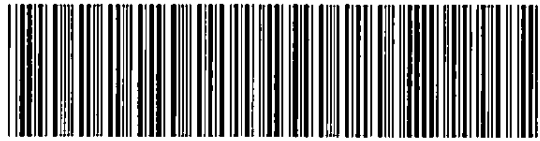
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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Handwritten: 09/12/25
DH

07/28/25--01031--024 **35.00

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2025 JUL 28 PM 3:05
JUL 28 2025

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: FLORIDA FOOD SERVICE, INC.

DOCUMENT NUMBER: 188142

The enclosed **Articles of Dissolution** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Richard T. Jones

(Name of Contact Person)

SALTER FEIBER, P.A.

(Firm/Company)

3940 N.W. 16th Blvd, Bldg. B

(Address)

Gainesville, Florida 32605

(City/State and Zip Code)

For further information concerning this matter, please call:

Richard T. Jones

(Name of Contact Person)

(352) 538-4696

at (

(Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount:

- | | | | |
|---|--|---|---|
| ☒ \$35 Filing Fee | ☐ \$43.75 Filing Fee &
Certificate of Status | ☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | ☐ \$52.50 Filing Fee,
Certificate of Status &
Certified Copy
(Additional copy is
enclosed) |
|---|--|---|---|

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

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

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ARTICLES OF DISSOLUTION

Pursuant to section 607.1403, Florida Statutes, this Florida profit corporation submits the following articles of dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:
FLORIDA FOOD SERVICE, INC.

SECOND: The document number of the corporation (if known): 188142

THIRD: The date dissolution was authorized: 7/14/2025

Effective date of dissolution if applicable: 7/14/2025

(no more than 90 days after dissolution file date)

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.

FOURTH: Dissolution was approved by the shareholders, in the manner required by this chapter and the articles of incorporation.

Signature: 

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary)

Joel S. Islam

(Typed or printed name of person signing)

President

(Title of person signing)

Filing Fee: \$35

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Notice of Corporate Dissolution

This notice is submitted by the dissolved corporation named below for resolution of payment of unknown claims against this corporation as provided in s. 607.1407, F.S.

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

Name of Corporation: Florida Food Service, Inc.

The above named corporation is the subject of dissolution and the effective date of a dissolution is: 7/14/2025

(date filed with the Dept. if date specified in the Articles of Dissolution)

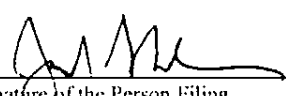
Description of information that must be included in a claim:

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

Attn: Richard T. Jones, 3940 NW 16th Blvd, Bldg B, Gainesville, FL 32605

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

Joel S. Islam
Printed Name of the Person Filing


Signature of the Person Filing

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**WRITTEN CONSENT
OF THE SHAREHOLDERS
OF
FLORIDA FOOD SERVICE, INC.
TO ACTION IN LIEU OF A MEETING**

The undersigned, being all of the shareholders of FLORIDA FOOD SERVICE, INC. (the "**Shareholders**"), a Florida Corporation (the "**Corporation**"), acting by written consent without a meeting pursuant to (§ 607.1402(6), Fla. Stat. Ann. and § 607.0704, Fla. Stat. Ann) of the Florida Business Corporation Act (the "**BCA**") (§ 607.1401, Fla. Stat. Ann., et. seq.), adopt the following resolutions to dissolve the Corporation pursuant to § 607.1402, Fla. Stat. Ann. and § 607.0704, Fla. Stat. Ann. of the BCA and direct that this consent be filed with the Shareholder minutes of the Corporation.

WHEREAS, the directors for the Corporation (the "**Directors**") unanimously consented and approved to recommend dissolution of the Corporation to the Shareholder and the terms of the recommended dissolution as set forth in further detail in the Plan of Complete Liquidation and Dissolution attached as Exhibit A (the "**Plan**"); and

WHEREAS, the Shareholder approval of the dissolution by written consent in lieu of a meeting according to the BCA requires a written consent by at least a majority of all shareholders entitled to vote; and

WHEREAS, the undersigned Shareholders deem it advisable and in the best interests of the Corporation that the Corporation be liquidated and dissolved.

NOW THEREFORE LET IT BE:

RESOLVED, that the undersigned Shareholders authorize dissolution of the Corporation;

RESOLVED, that the Directors are authorized and directed to adopt the attached Plan and carry out the winding up of the Corporation including sales of corporate assets, payment of claims, distribution of assets, and any other actions as necessary and reasonable for the intended liquidation and dissolution of the Corporation;

RESOLVED, that the officers of the Corporation (the "**Officers**") are authorized and directed to wind up the Corporation for dissolution according to the attached Plan including, but not limited to, preparing the Articles of Dissolution (§ 607.1403, Fla. Stat. Ann.) pursuant to, and in conformity with, the BCA, and to cause such Articles of Dissolution to be filed with the Florida Department of State, and to do all other things necessary or convenient to effectuate the liquidation and dissolution of the Corporation

and to take such steps as may be necessary or convenient to carry these resolutions into effect; and:

RESOLVED, that the Directors and Officers of the Corporation are authorized and directed to perform such acts and execute any and all forms, reports and returns required by any federal, state or local government in connection with or by reason of the liquidation and dissolution of the Corporation including any Internal Revenue Service forms, reports and returns as are deemed necessary on behalf of the Corporation and according to the Plan throughout the winding up.

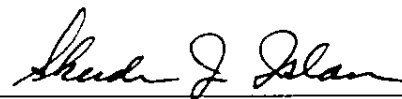
RESOLVED, that this written consent is intended to have the same force and effect as a formal shareholder meeting for all purposes.

This Written Consent may be signed in multiple counterparts that may be in any form acceptable under the bylaws including those sent by electronic transmission, each of which will be deemed an original, and all of which together shall be deemed one instrument.

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The undersigned Shareholders of the Corporation have duly executed this Written Consent as of 7/14/, 2025.

Dated: 07/04/2025



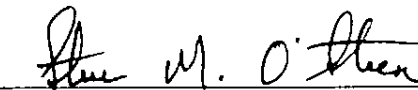
Skender J. Islam, Trustee of the Skender J. Islam Revocable Living Trust dated January 18, 2001

Dated: 07/04/2025



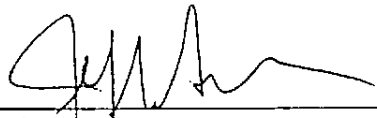
Skender J. Islam, Trustee of the Residuary Trust under Article V of the Joan Islam Revocable Living Trust dated January 18, 2001

Dated: 7 14 2025



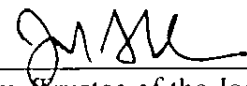
Steve M. O'Steen

Dated: 6/27/25



Jeffrey S. Islam
Revocable Trust dated March 12, 1996

Dated: 7/1/25



Joel S. Islam, Trustee of the Joel S. Islam
Trust dated December 29, 2009

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WRITTEN CONSENT OF THE DIRECTORS
OF FLORIDA FOOD SERVICE, INC.
TO ACTION IN LIEU OF A MEETING OF THE BOARD OF DIRECTORS
OF FLORIDA FOOD SERVICE, INC.
PURSUANT TO SECTION 607.0821 OF THE FLORIDA STATUTES

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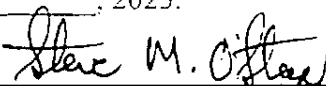
The undersigned, being all of the Directors of FLORIDA FOOD SERVICE, INC., a Florida corporation (the "**Corporation**"), hereby consent to, authorize, adopt and approve the following corporate actions and resolutions by written consent in lieu of a meeting of the Board of Directors of the Corporation pursuant to Section 607.0821 of the Florida Statutes:

RESOLVED, that the Corporation be voluntarily liquidated and dissolved and that its officers are authorized and directed to take all actions necessary to implement such liquidation and dissolution under the laws of the State of Florida; and

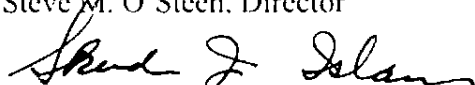
FURTHER RESOLVED, that the complete liquidation and dissolution of the Corporation be effected as soon as possible under the Plan of Complete Liquidation and Dissolution attached hereto as **Exhibit A**; and

FURTHER RESOLVED, that the Board of Directors of the Corporation hereby recommends that the shareholders of the Corporation authorize the liquidation and dissolution of the Corporation.

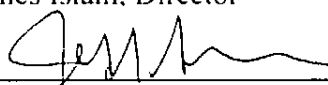
Dated the 14 day of July, 2025.



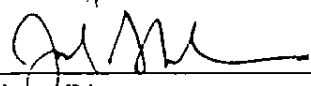
Steve M. O'Steen, Director



Skender James Islam, Director



Jeffrey S. Islam, Director



Joel S. Islam, Director

EXHIBIT A

PLAN OF COMPLETE LIQUIDATION AND DISSOLUTION OF FLORIDA FOOD SERVICE, INC. UNDER SECTION 331 OF THE INTERNAL REVENUE CODE

1. As soon as possible following the adoption of this Plan of Complete Liquidation and Dissolution (the "**Plan**"), FLORIDA FOOD SERVICE, INC. (hereinafter the "**Corporation**"), a Florida corporation, will cease the active conduct of its business, will wind up its affairs, will pay or provide for payment of all known obligations of the Corporation, and will liquidate and distribute all of its assets in complete liquidation, less any assets retained to meet claims.

2. The Directors of the Corporation will satisfy obligations of the Company with cash. A schedule of obligations is attached hereto as Schedule 1.

3. The Directors of the Corporation may from time to time authorize one or more distributions in cash or in kind, in a series of distributions in complete liquidation. A schedule of Shareholders and their ownership percentage, which will be used to determine the cash or property to be distributed to each under the Plan, is attached hereto as Schedule 2.

4. The foregoing distributions in complete liquidation shall be in exchange solely for, and in redemption and cancellation of, and in payment for, all of the outstanding capital stock of the Corporation.

5. This Plan shall be effective upon the approval and adoption of the Plan by a majority of the shareholders.

6. The officers and Directors of the Corporation shall proceed with the voluntary dissolution of the Corporation under the laws of the State of Florida, including the filing of Articles of Dissolution.

7. The officers and Directors of the Corporation are hereby authorized, empowered and directed to do all things and take all actions which they deem necessary or advisable to carry out the purposes and intentions of this Plan, including, without limitation, the execution and delivery of deeds, bills of sale, assignments, other instruments and documents, and the filing of returns and other documents with the appropriate officials of the State of Florida and the United States, including the final federal and state corporate income tax returns and Forms 1096 and 1099.

SCHEDULE 1

The following obligations will be satisfied prior to dissolutions:

Salter Feiber, P.A. – Legal Fees	\$ 0.00
James Moore & Co. – Accounting and Professional Fees	\$ 0.00
U.S. Department of Treasury – Federal Income Tax	\$ 0.00
Total Outstanding Obligations	\$ 0.00

SCHEDULE 3

MEMBER	OWNERSHIP PERCENTAGE
Skender J. Islam, Trustee of the Skender J. Islam Revocable Living Trust dated January 18, 2001	27.76%
Skender J. Islam, Trustee of the Residuary Trust under Article V of the Joan Islam Revocable Living Trust dated January 18, 2001	25.93%
Steve M. O'Steen	10.01%
Jeffrey S. Islam Revocable Trust dated March 12, 1996	8.11%
Joel S. Islam, Trustee of the Joel S. Islam Trust dated December 29, 2009	28.19%
Total	100.00%

Florida Food Service, Inc.
Indemnification and Refunding Agreement

This Indemnification and Refunding Agreement (this "Agreement") is made and entered into this 19 day of July, 2025, by and between Florida Food Service, Inc. (the "Corporation") and the individuals whose signatures appear at the end of this Agreement (the "Shareholders").

WHEREAS, the Shareholders and Board of Directors of the Corporation approved a complete liquidation and dissolution of the Corporation under a Plan of Complete Liquidation and Dissolution (the "Plan").

WHEREAS, the Shareholders will receive one or a series of cash distributions (the "Final Distributions") in complete liquidation in proportion to and in accordance with their relative ownership interest.

WHEREAS, the Corporation received the Employer Retention Tax Credit, a refundable federal employment tax credit first enacted under the Coronavirus Aid, Relief and Economic Security Act, which is subject to a five-year statute of limitations under Internal Revenue Code § 3134.

WHEREAS, Section 607.1408 of the Florida Statutes (2024) set forth the financial obligations of the Shareholders when claims not barred by a statute of limitations arise and are enforceable against a dissolved corporation.

NOW, THEREFORE, in consideration of the distributions made under the terms of the Plan, the Shareholders hereby stipulate and agree as follows:

1. The Shareholders hereby acknowledge that this Indemnification and Refunding Agreement shall become effective upon the receipt of the Final Distributions.

2. In accordance with the Plan, the officers of the Corporation shall distribute the remaining assets after satisfying debts, expenses, costs and taxes, among the Shareholders in proportion to their relative ownership interests.

3. The Shareholders acknowledge that assets will not be held as reserves once all debts, expenses, costs and taxes associated with the Corporation have been paid, all activities appropriate to wind up the business and affairs of the Corporation are complete, and Final Distributions have been made in accordance with the Plan.

4. To the extent claims arise after complete liquidation and dissolution of the Corporation, the Shareholders hereby agree to refund to the Corporation upon written demand therefor, all or a portion of the Final Distributions as shall be required to satisfy the shareholder's share of such deficiency in proportion to their relative ownership percentage.

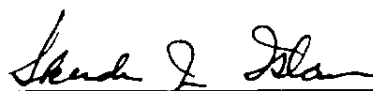
5. The undersigned hereby acknowledges the undersigned (a) has read and understands this instrument and the facts are correct, and (b) has been informed of the undersigned's right to have independent counsel review this instrument and has either consulted

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with an attorney or waived the right to do so.

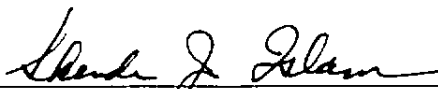
6. This Agreement constitutes the entire understanding among the parties, ^{2025 JUL 28 PM 2:09} cannot be changed orally and shall be construed in accordance with the law of the State of Florida, without reference to the choice of law principals thereof.

By: _____



Skender J. Islam, Trustee of the Skender J. Islam Revocable Living Trust dated January 18, 2001

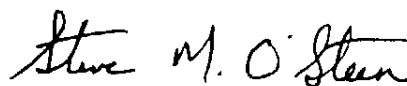
By: _____



Skender J. Islam, Trustee of the Residuary Trust under Article V of the Joan Islam Revocable Living Trust dated January 18, 2001

By: _____

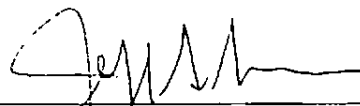
By: _____



Steve M. O'Steen

By: _____

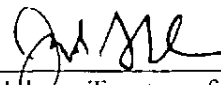
By: _____



Jeffrey S. Islam
Revocable Trust dated March 12, 1996

By: _____

By: _____



Joel S. Islam, Trustee of the Joel S. Islam Trust dated December 29, 2009

By: _____

By: _____