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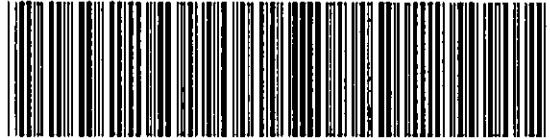
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/27/19--01012--005 **\$2.50

2019 12 27 11:41

R. WHITE
JAN 08 2020

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: HAMPTON VILLAS, LTD. II

(Name of Florida Limited Partnership or Limited Liability Limited Partnership)

The enclosed Statement of Termination and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

DENNIS L. BLACKBURN

(Contact Person)

BLACKBURN & COMPANY, LC

(Firm/Company)

5150 BELFORT RD. SO. BLDG. 500

(Address)

JACKSONVILLE, FL 32256

(City, State and Zip Code)

For further information concerning this matter, please call:

DENNIS L. BLACKBURN

(Name of Contact Person)

at (904) 296-7713

(Area Code and Daytime Telephone Number)

Enclosed is a check for the following amount:

Che #1010

☒ \$52.50 Filing Fee

☐ \$61.25 Filing Fee
and Certificate of
Status

☐ \$105.00 Filing Fee
and Certified Copy

☐ \$113.75 Filing Fee,
Certified Copy, and
Certificate of Status

STREET ADDRESS:

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

MAILING ADDRESS:

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

STATEMENT OF TERMINATION
FOR

2019 SEP 27 PM 1:41

HAMPTON VILLAS, LTD. II

(Name of Florida Limited Partnership or Limited Liability Limited Partnership)

Pursuant to the provisions of section 620.1203, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on September 27, 1985, hereby submits this Statement of Termination.

The limited partnership or limited liability limited partnership has completed winding up its affairs and wishes to file a statement of termination.

Signatures of each general partner or the person appointed pursuant to s. 620.1803(3) or (4), F.S.:

Mary Biggs Knauer

Mary Biggs Knauer, Trustee of the Frank Hampton Sr.
Credit Shelter Trust via May 24, 2011, General
Partner

Filing Fee:	\$52.50
Certified Copy (optional):	\$52.50
Certificate of Status (optional):	\$8.75

AGREEMENT AND PLAN OF LIQUIDATION AND DISSOLUTION

AGREEMENT AND PLAN OF LIQUIDATION AND DISSOLUTION is made between MARY BIGGS KNAUER, as TRUSTEE OF THE FRANK HAMPTON, SR. CREDIT SHELTER TRUST dated May 24, 2011 (the "General Partner"), and NICHOLAS A. WELLS and STEPHEN R. WELLS, CO-TRUSTEES OF THE WILLA DEAN HAMPTON REVOCABLE LIVING TRUST u/a October 30, 1990, as amended (the "Limited Partner") (the General Partner and the Limited Partner are hereinafter sometimes called the "Partners") and HAMPTON VILLAS LTD., II, a Florida limited partnership (hereinafter called the "Company").

WHEREAS, the Partners own directly or indirectly all of the outstanding Partnership Interests of the Company; and

WHEREAS, the Partners wish to approve, authorize, and consent to the liquidation and voluntary dissolution of the Company in accordance with the Laws of the State of Florida;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Partners approve, authorize, and consent to the liquidation and voluntary dissolution and termination of the Company, with such dissolution to be effected as of the effective date of the filing the Certificate of Dissolution with the Florida Division of Corporations ("Effective Date"), and in accordance with the plan of liquidation set forth in this Agreement.

2. The Partners hereby authorize the General Partner of this Company to file such documents with the Division of Corporations of the State of Florida as are necessary or appropriate (in the discretion of the General Partner) to effect the dissolution and termination of this Company as of the Effective Date.

3. In effecting the liquidation, dissolution and termination of this Company, and in anticipation of the completion of the liquidation and dissolution of the Company, the Company shall distribute to each of the Partners, on or before the filing of the Statement of Termination with the Florida Division of Corporations, the net assets of the Company in proportion to the Partners' respective Partnership Interests.

4. Facsimile or e-mailed signatures appearing hereon shall be deemed original. This Agreement and Plan of Liquidation may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument and shall be binding on the parties at such time that each of the parties has signed this Agreement and Plan of Liquidation.

IN WITNESS WHEREOF, the Company and each of the Partners have caused this Agreement and Plan of Liquidation to be executed as of the day and year written below their signatures.

COMPANY:

HAMPTON VILLAS, LTD. II

By: Mary Biggs Knauer
MARY BIGGS KNAUER, Trustee of the
Frank Hampton, Sr. Credit Shelter Trust
dated 5/24/2011, GENERAL PARTNER
Date: December 19, 2019

PARTNERS:

WILLA DEAN HAMPTON REVOCABLE
LIVING TRUST u/a 10/30/1991, AS
AMENDED (owner of 50% of the Partnership
Interests and sole Limited Partner)

FRANK HAMPTON, SR. CREDIT
SHELTER TRUST dated 5/24/2011
(owner of 50% of the Partnership
Interests and sole General Partner)

By: Nicholas A. Wells
NICHOLAS A. WELLS, CO-TRUSTEE
Date: 12/20, 2019

By: Mary Biggs Knauer
MARY BIGGS KNAUER, TRUSTEE
Date: December 19, 2019

Stephen R. Wells
STEPHEN R. WELLS, CO-TRUSTEE
Date: 12/26, 2019

**WRITTEN CONSENT TO RESOLUTIONS
BY THE PARTNERS OF
HAMPTON VILLAS, LTD. II**

Pursuant to this Partnership's Partnership Agreement, the adoption of the following resolutions is consented to by the undersigned, who are Partners of this Partnership owning one hundred percent (100%) of the aggregate partnership interests in the Partnership:


RESOLVED, that all of the actions and proceedings of each General Partner of this Partnership, for and on behalf of this Partnership, are hereby approved, ratified and confirmed in every respect;

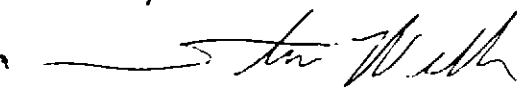
FURTHER RESOLVED, that the Partnership shall liquidate, dissolve and terminate in accordance with the Agreement and Plan of Liquidation and Dissolution attached hereto as Exhibit A and made a part hereof; and

FURTHER RESOLVED, that MARY BIGGS KNAUER, as TRUSTEE OF THE FRANK HAMPTON, SR. CREDIT SHELTER TRUST dated May 24, 2011, as General Partner of this Partnership, is hereby authorized to take such actions (including without limitation filing a Certificate of Dissolution and Statement of Termination) to effect the liquidation, dissolution and termination of the Partnership in accordance with these resolutions as the General Partner shall deem necessary or appropriate.

Dated effective as of the date that each of the Partners has executed this Consent.

WILLA DEAN HAMPTON REVOCABLE
LIVING TRUST u/a 10/30/1991, AS
AMENDED (owner of 50% of the Partnership
Interests)

By 
NICHOLAS A. WELLS, CO-TRUSTEE
Date: 12/20, 2019


STEPHEN R. WELLS, CO-TRUSTEE
Date: 12/20, 2019

FRANK HAMPTON, SR. CREDIT
SHELTER TRUST dated 5/24/2011
(owner of 50% of the Partnership
Interests)

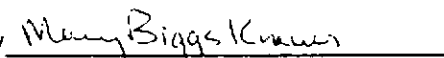
By 
MARY BIGGS KNAUER, TRUSTEE
Date: December 19, 2019

EXHIBIT A

AGREEMENT AND PLAN OF LIQUIDATION AND DISSOLUTION

AGREEMENT AND PLAN OF LIQUIDATION AND DISSOLUTION is made between MARY BIGGS KNAUER, as TRUSTEE OF THE FRANK HAMPTON, SR. CREDIT SHELTER TRUST dated May 24, 2011 (the "General Partner"), and NICHOLAS A. WELLS and STEPHEN R. WELLS, CO-TRUSTEES OF THE WILLA DEAN HAMPTON REVOCABLE LIVING TRUST u/a October 30, 1990, as amended (the "Limited Partner") (the General Partner and the Limited Partner are hereinafter sometimes called the "Partners") and HAMPTON VILLAS LTD., II, a Florida limited partnership (hereinafter called the "Company").

WHEREAS, the Partners own directly or indirectly all of the outstanding Partnership Interests of the Company; and

WHEREAS, the Partners wish to approve, authorize, and consent to the liquidation and voluntary dissolution of the Company in accordance with the Laws of the State of Florida;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Partners approve, authorize, and consent to the liquidation and voluntary dissolution and termination of the Company, with such dissolution to be effected as of the effective date of the filing the Certificate of Dissolution with the Florida Division of Corporations ("Effective Date"), and in accordance with the plan of liquidation set forth in this Agreement.

2. The Partners hereby authorize the General Partner of this Company to file such documents with the Division of Corporations of the State of Florida as are necessary or appropriate (in the discretion of the General Partner) to effect the dissolution and termination of this Company as of the Effective Date.

3. In effecting the liquidation, dissolution and termination of this Company, and in anticipation of the completion of the liquidation and dissolution of the Company, the Company shall distribute to each of the Partners, on or before the filing of the Statement of Termination with the Florida Division of Corporations, the net assets of the Company in proportion to the Partners' respective Partnership Interests.

4. Facsimile or e-mailed signatures appearing hereon shall be deemed original. This Agreement and Plan of Liquidation may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument and shall be binding on the parties at such time that each of the parties has signed this Agreement and Plan of Liquidation.

IN WITNESS WHEREOF, the Company and each of the Partners have caused this Agreement and Plan of Liquidation to be executed as of the day and year written below their signatures.

[SIGNATURES OMITTED FOR PURPOSES OF EXHIBIT]