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FILED
20 FEB -3 AM 8:24
FEB 3 2020

FEB 29 2020

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: SF, 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:

Gerard A. McHale

(Name of Person)

McHale, P.A.

(Firm/Company)

1601 Jackson Street, Suite 200

(Address)

Ft. Myers, FL 33901

(City/State and Zip Code)

For further information concerning this matter, please call:

Gerard A. McHale

(Name of Person)

239

at (_____)

337-0808

(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**

1. The name of a limited liability company is

5F, LLC

2. The Articles of Organization were filed on October 4, 2010 and assigned

document number L11.0000103529

3. The delayed effective date the dissolution if not effective on the date of filing: _____
(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).

Stipulated Order Appointing Liquidating Agent for 5F, LLC dated January 2, 2020.

Stipulated Order Appointing Liquidating Agent for 5F, LLC dated January 2, 2020.

Stipulated Order Appointing Liquidating Agent for 5F, LLC dated January 2, 2020.

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

Gerard A. McHale

1601 Jackson Street, Suite 200

Ft. Myers, FL 33901

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

Gerard A. McHale, Jr
Printed Name

FILING FEE: \$25.00

FILED
20 FEB -3 AM 11:24
Ft. Myers, FL

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: 5F, LLC

Document number of Limited Liability Company is: 1.1L0000103529

Date of dissolution was: January 2, 2020

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

Name of Claimant

Address of Claimant

Amount of Claim

Basis of Claim

Date claim accrued

FILED
20 FEB - 3 AM 8:24

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

Gerard A. McHale

1601 Jackson Street, Suite 200

Ft. Myers, FL 33901

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.

Gerard A. McHale, Jr
Printed Name of the Person Filing

Gerard A. McHale, Jr
Signature of the Person Filing

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

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR CHARLOTTE COUNTY, FLORIDA
CIVIL DIVISION

IN RE:

DISSOLUTION OF 5F, LLC,
a Florida limited liability Company,

CASE NO. 19-000714-CA

STIPULATED ORDER APPOINTING
LIQUIDATING AGENT FOR 5F, LLC

THIS CAUSE came on to be heard upon a complaint filed on behalf of 5F, LLC, a Florida limited liability company ("Company") for Court supervision of the voluntary dissolution of 5F, LLC, a Florida limited liability company pursuant to Section 605.0702, Florida Statutes, and the Court having reviewed the Complaint and having been advised in the premises by counsel for the Company, finds as follows:

a. The Company is a manager-managed Florida limited liability company comprising a manager and five (5) members: Ronald Such, Jeffrey Deaterly, Stephen Hazeltine, Jeffery Johnson and Christopher Johnson (each a "Member" and collectively the "Members"), all of whom have consented to the entry of this Order.

b. The Regulations/Operating Agreement of the Company ("Operating Agreement") provides in Article VI, Dissolution and Liquidation, that the Company shall be dissolved on the bankruptcy of a Member unless the business of the Company is continued by the written consent of all the remaining Members. All of the Members did not consent to the continuation of the Company, however the Members disagree about the enforceability of this provision.

c. On April 26, 2019, Christopher Johnson filed a petition for bankruptcy, which has been dismissed, and all of the remaining Members have entered into an Amended Mediated

Settlement Agreement that provides for the dissolution of Company as well as the disposition of certain assets of the Company.

d. The Operating Agreement further provides in Article VI that upon the Company's dissolution, a liquidating agent shall be appointed to make a full and general accounting of the assets and liabilities of the Company, liquidate the assets of the Company, discharge its liabilities, and otherwise wind up the affairs of the Company within ninety (90) days of the event causing the dissolution. Although the Members disagree about the enforceability of this provision, they have agreed to an orderly liquidation of the remaining assets of the Company in accordance with the Dissolution and Liquidation Agreement dated November 20, 2019.

e. Accordingly, the Members agree that it is in their and the Company's best interest to dissolve the Company regardless of the provisions in the Operating Agreement, and to liquidate the Company's assets within the timeframe contemplated in this Order.

The Court finds that the grounds for dissolution of the Company have been met, that the Court has jurisdiction over the Company and its assets, and that the Court may appoint a receiver to wind up and liquidate the business and affairs of the Company in accordance with Section 605.0704, Florida Statutes.

f. The Court is advised that the Members have agreed to the appointment of Gerard McHale, 1601 Jackson Street, Suite 200, Fort Myers, FL 33901, to act as the liquidating agent for the Company. The Court finds that he is a disinterested party to this action and is qualified to act as a liquidating agent with powers of a receiver for the Company and to undertake the duties set forth in the Operating Agreement and those outlined in Section 605.0704, Florida Statutes.

IT IS THEREUPON ORDERED and ADJUDGED that:

1. **Dissolution.** The Company is dissolved.

2. **Appointment.** The Court appoints Gerard McHale as the liquidating agent of the Company with the powers of a receiver as set forth herein (the "Liquidating Agent"), and as its court-appointed officer to pursue the functions authorized by this Order.

3. **Bond.** The Liquidating Agent is hereby ordered to file his Oath of Receiver with the Court, whereby he shall undertake fully and faithfully to perform his duties as Liquidating Agent herein. Within ten (10) days from the date of this Order, the Liquidating Agent shall obtain and file with the Clerk of Court a surety bond in the amount of \$10,000.00, to be provided by a corporate surety, guaranteeing performance by him of the duties and obligations of his appointment, the bond to be payable to the Court for loss due to the acts of the agents, servants, or employees of the Liquidating Agent.

4. **Scope of Powers.** The Liquidating Agent is charged with the following responsibilities:

i) The Liquidating Agent shall take actual or constructive possession of all real and personal property of the Company, including any bank accounts, pending contracts, and any other tangible or intangible property of the Company for disposition in accordance with this Order.

ii) The Liquidating Agent shall ensure the property is maintained and preserved during the liquidation of the Company.

iii) The Liquidating Agent is to review all accounts, leases, rental agreements, policies, permits, licenses, contracts and agreements of any kind or nature, which concern the property of the Company and undertake any actions on behalf of the Company necessary or required thereunder.

iv) Subject to Paragraph 6 herein, the Liquidating Agent may dispose of all or a part of the assets of the Company, wherever located, at a public or private sale, and, if necessary, may sue and defend in the Liquidating Agent's own name, as receiver of the Company, in all courts of this state.

v) The Liquidating Agent may exercise all of the powers of the Company in place of its manager or members to the extent necessary to manage the activities and affairs of the Company in the best interest of its Members and creditors. In the event that the current monies of the Company, or any proceeds from the sale of its assets are insufficient to maintain the Company and comply with the Liquidating Agent's obligations under this Order, the Liquidating Agent shall give notice to all Members of the need for additional funds, and if said funds are advanced by any Member, said advancements will be considered a loan to the Company to be paid in priority to any distributions to the Members.

vi) The Liquidating Agent shall be authorized to be named as an additional insured on any insurance policies covering the Company property.

vii) The Liquidating Agent shall comply with Rule 1.620(b) of the Florida Rules of Civil Procedure and provide an inventory, under oath, of all real and personal property of the Company.

viii) On or before the 30th day of each month, the Liquidating Agent shall make an accounting of all revenue collected and all expenses paid for the previous month and shall serve same upon counsel for the Company and the Members. Along with the monthly accounting, the Liquidating Agent shall provide a brief report to all Members as to the status of the liquidation of the Company property. The Liquidating Agent shall

provide to the Members a final report within forty-five (45) days after the liquidation of the Company has been completed.

ix) The Liquidating Agent is authorized to retain legal representation and an accountant as he deems necessary to discharge his duties under this Order. The Liquidating Agent shall also have the right to employ the services of one or more real estate brokerage firms or such additional persons or entities to assist in discharging the duties conferred by this Order, and their employment shall be treated as an expense of the Liquidating Agent. The Liquidating Agent shall be required to apply to the Court for authorization of expenses or work only where the cost exceeds ten thousand dollars (\$10,000.00).

x) The Liquidating Agent's appointment shall be effective upon the entry of this Order, pending his filing of a bond and an Oath of Liquidating Agent accepting his appointment, and shall continue until final disposition of this case or further order of this Court.

5. **Cooperation with Liquidating Agent in Discharging his Duties.** The Company and its Members are hereby required to reasonably cooperate with the Liquidating Agent in performing his duties.

i) The Members and its Manager, Member Ron Strich, are hereby ordered forthwith to deliver, or cause to be delivered, to the Liquidating Agent, or provide the Liquidating Agent access to all records pertaining to the operation of the Company, or copies thereof.

ii) The Company, its Members, and its Manager are restrained until further order of this Court from interfering in any way with the Liquidating Agent in discharging his duties hereunder, or with any of the property to be delivered to the Liquidating Agent.

iii) The Company, its Members, and its Manager are hereby ordered to deliver to the Liquidating Agent all keys, lock combinations, and other means of access to open and gain access to any of the Company's physical property.

iv) The Company, its Members, and its Manager are hereby ordered to deliver to the Liquidating Agent all usernames, passwords, codes, combinations, and any other information required to access the Company's financial accounts, vendor accounts, supplier accounts, employee accounts, payroll accounts, and all other accounts relating to the Company's operations.

v) Any bank or financial institution holding bank accounts, safe deposit boxes, or any financial instruments, in the name of the Company, is directed to cooperate with the Liquidating Agent regarding adding the Liquidating Agent as an authorized signor on all accounts and removing account signors as directed by him. The bank and/or financial institution shall cooperate with the Liquidating Agent regarding the changing of account usernames and passwords as directed by him. The Liquidating Agent may access, close, freeze, maintain, manage, open, restrict, transfer, use and/or view such bank accounts, financial instruments, or safety deposit boxes as may be necessary for the deposit of monies collected or received by the Company.

6. **Liquidation of Remaining Assets.**

i) The Members have agreed to the disposition of certain submerged parcels known as the North, South and Bridge Parcels. The Liquidating Agent shall ascertain good and

sufficient legal descriptions for the Submerged Parcels and, upon obtaining such descriptions, convey the North and Bridge Parcel to Ronald Strich, and convey the South Parcel to Jeffrey Deaterly, Jeffrey Johnson and Stephen Hazeltine or their designee.

ii) The Liquidating Agent is hereby directed to attempt to effectuate the sale of the real property owned by the Company known as Lot 99, Boca Grande Isles, with a site address located at 1792 Jose Gaspar Drive, Boca Grand; Florida, within two years from the date of this Order. In the event the Liquidating Agent does not sell Lot 99 within the two-year time period, he shall cause the property to be auctioned to the highest bidder.

iii) The Liquidating Agent is hereby placed on notice that Jeffrey Deaterly, Stephen Hazeltine, Jeffery Johnson or their designee or assignee ("Grantees") have been granted a right of first refusal to purchase Lot 99 in the event that the Liquidating Agent receives a bona fide offer to purchase Lot 99, which the Liquidating Agent intends in good faith to accept. The right of first refusal means the exclusive right to purchase the property before all others at the same price and on the same terms as any offer which the Liquidating Agent intends to accept. In the event the Liquidating Agent receives an offer which he intends to accept, he shall immediately provide written notice by first class certified US Mail, return receipt requested, and email to the Grantees. Within seven (7) days of receipt of notice, the Grantees shall notify the Liquidating Agent in writing as to whether or not they will exercise their right of first refusal to accept the offer and purchase the property. If the Grantees accept the offer, the Grantees shall have forty-five (45) days to close on the property after acceptance. If the Grantees do not accept the offer, the Liquidating Agent may sell the property to the offeror. If the Liquidating Agent does not then sell the property to the offeror, then the Grantees shall have the same right of first refusal before the Liquidating Agent may accept an offer from another bona fide purchaser. The

Liquidating Agent shall not sell, convey, or otherwise transfer Lot 99 without complying with the terms of this paragraph. A notice or memorandum of the right of first refusal may be recorded in any public record by the Grantees and the Liquidating Agent shall reasonably cooperate with the Grantees to affect such recording.

iii) Upon the sale of Lot 99, the Liquidating Agent shall pay any remaining liabilities of the Company and distribute any remaining cash to the Members in accordance with their respective interests in the Company in accordance with the Dissolution and Liquidation Agreement.

7. **Liquidating Agent's Compensation.** The Liquidating Agent shall be paid for his services at a commercially reasonable hourly rate as set forth in the attached fee schedule, plus his reasonable expenses, including reasonable attorneys' fees and expenses. The Liquidating Agent shall be paid from the assets of the Company. The Liquidating Agent shall be compensated on a monthly basis from funds he is holding on behalf of the Company. On or before the tenth (10th) day of each month, the Liquidating Agent shall provide the Members with detailed time and billing records ("Invoice") for services provided in the previous month. The Members shall have five (5) business days from receipt of the Liquidating Agent's Invoice to review the Invoice and to make inquiry regarding questions regarding such Invoice. Absent objection to the Invoice, the Liquidating Agent is authorized to pay himself the compensation and expenses requested in his Invoice (or such agreed upon amount) as soon as reasonably possible. Payment of the Liquidating Agent's Invoice will be made prior to any payment to any other creditor or party in interest. Any unresolved disputes regarding the Receiver's invoice will be brought before this Court for final resolution. Should adequate funds not be available to pay

the Liquidating Agent's compensation and expenses, the Liquidating Agent may seek unpaid compensation and expenses from the Members, who shall be jointly liable.

8. **Jurisdiction**, The Court retains jurisdiction and supervision of all matters concerning the Company and the Liquidating Agent. The Liquidating Agent may seek instructions and additional authority from the Court upon written notice to all Members.

DONE and ORDERED



Signed by JUDGE LISA PORTER in 19000714CA
on 01/02/2020 12:03:45 pm LMPox

Electronic Service List

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