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Corporate Filing Menu

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	ARTICLES OF DISSOLUTION FOR	
	A LIMITED LIABILITY COMPANY	
1.	The name of a limited liability company is FORO 1, LLC	
2.	The Articles of Organization were filed on and assigned	
	document number L12000052576	
3.	The delayed effective date the dissolution if not effective on the date of filing: <u>Orlder 22, 2015</u> (effective date cannot be prior to or more than 90 days later than date document is received for filing) <u>Notes</u> . If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not b listed as the document's effective date on the Department of State's records.	16 MAY
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).	6- M
	The limited liability company is being dissolved pursuant to the written consent of the sole member.	AM
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5.	If there are no members, euter the name and address of the person appointed to wind up the company's activities and affairs;	
6. Ii:	Signature of an authorized person or if there are no members, the signature of the person appointed and sted above to wind up the company's activities and affairs:	
	Carlos Hornandez Artigas	

PLAN OF LIQUIDATION

<u>OF</u>

FORO 1, LLC

This Plan of Complete Liquidation ("Plan") is intended to accomplish the distribution of all the assets of FORO 1, LLC, a limited liability company organized and existing under the laws of the State of Florida on April 16, 2012, which, as of October 7, 2014, has elected to be treated as a corporation for income tax purposes, (the "Company") in complete liquidation pursuant to Section 331 of the Internal Revenue Code, as amended (the "Code"), and the formal dissolution of the Company pursuant to Florida Law (the "Law").

Effective Date. The Plan shall become effective upon its approval and adoption by the $\frac{1}{20}$ Shareholders of the Company (the "Shareholders"), which approval was made effective on $\frac{1}{20}$ (the "Effective Date").

Winding Up Affairs of the Company. After the Effective Date, the Company shall proceed to take the following actions:

Sell or otherwise liquidate all of the Company's property and assets, upon such terms and conditions as the Board of Directors of the Company (the "Board") deem expedient. Discharge or provide for the payment and discharge of all its obligations and liabilities, and take such other action as may be necessary to wind up and settle the affairs of the Company.

Upon or after the payment or discharge of all the obligations and liabilities of the Company or after provision for such payment and discharge shall have been made the Company shall distribute all remaining cash and other assets to the Shareholders in complete and final liquidation. Such distribution shall be made to the Shareholders upon the surrender by it of its shares on redemption and cancellation.

<u>Period for Distribution</u>. The distribution of all of the Company's cash and other assets to the Shareholders, and the discharge of, or provision for, all of its liabilities, shall be completed within twelve (12) months after the Effective Date (the "Liquidation Period").

If such payment and discharge of, or provision for, the payment and discharge of liabilities cannot be accomplished within the Liquidation Period because any such obligation or liability is unliquidated or contingent, the Shareholders may set aside a reserve fund or reserve funds for the payment thereof and deliver such funds to Cantor & Webb P.A., as trustee for the Shareholders, (the "Trustee"). Such setting aside and delivery of funds by the Company to the Trustee shall be deemed of to be a distribution to Shareholders, and the Trustee shall distribute the balance of any reserve fund remaining after payment of the obligations and liabilities intended to be paid therefrom to the Shareholders.

If the Company shall have any claims (including, but not limited to the claims for the refund of Federal income taxes), actions, rights or other assets of any description which are unliquidated, contingent or which for any reason have not been liquidated, collected or sold within the Liquidation Period, the Company may assign, transfer and set over to the Trustee any or all of such claims, actions, rights or assets so that the Trustee may demand, collect and receipt therefor, compromise or settle or sell the same and distribute the proceeds thereof to the Shareholders. Such assignment, transfer and setting over by the Company to the Trustee shall be deemed to be a distribution to the Shareholders.

The purpose of any trust created hereunder shall be limited to receiving property, selling the

property, maintaining and collecting the income from the property prior to sale, collecting the proceeds of sale, discharging any unliquidated or contingent obligations or liabilities of the Company for the payment of which reserve funds were transferred to the Trustee and distributing to the Shareholders the net income and proceeds of the property. Any such Trust shall terminate upon sale of the property and distribution of proceeds, subject to the provisions above dealing with the payment of unliquidated or contingent obligations or liabilities or the Company. The Trustee shall be authorized to do and perform such acts, to execute and deliver such deeds, bills of sale, accountants, appraisers and other documents, and to engage the services of such agents, attorneys, accountants, appraisers and other persons as he may deem necessary and advisable in order to carry out the purposes of the trust.

<u>Dissolution</u>. At such time as the Shareholders shall determine and, in any event, within a reasonable period of time after the distribution to the Shareholders of all the assets of the Company, any and all necessary action shall be taken so that the Company may be formally dissolved with the provision of the Act.

<u>Amendments to and Abandonment of Plan</u>, Notwithstanding the fact that the Plan shall have become effective, the Shareholders may, in its discretion and without further action by the Shareholders, amend, modify and supplement the Plan in such manner or in such particulars as may be required or as may be deemed desirable in order to qualify the Plan as a complete liquidation of the Company under Section 331 of the Code, provided however, that no such amendment, modification or supplement shall materially and adversely affect the rights of the Shareholders hereunder. The Plan may be abandoned by the affirmative written consent of the Shareholders, in which event, no further action shall be taken by the Company to consummate the Plan. the Company under Section 331 of the Code, provided however, that no such amendment, modification or supplement shall materially and adversely affect the rights of the Shareholders hereunder. The Plan may be abandoned by the affirmative written consent of the Shareholders, in which event, no further action shall be taken by the Company to consummate the Plan.

Authority of Shareholders. The Shareholders of the Company are authorized to do and perform such acts, to execute and deliver such deeds, bills of sale, instruments of transfer, applications, certificates and other documents and to engage the services of such agents, attorneys accountants, appraisers, and other persons as he may deem necessary or advisable in order to further implement the Plan.

<u>Execution</u>. Upon the adoption of the Plan by the Shareholders, the Shareholders shall $\overline{\Box}$ execute the same for and on behalf of the Company for the purpose of identifying the Plan as the \Box Plan to which the Shareholders has adopted.

<u>Binding Plan.</u> Except as otherwise provided herein, this Plan shall be binding upon the successors and assigns of the Company and the Trustee and shall be binding upon and inure to the benefit of the Shareholders and his heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed the corporate seal of the Company effective as of the 22th day of _______ day of _______ 2015.

FORO 1, LLC, a Florida limited ligbility company By: Hernandez-Artigas, Director of Carlos PARTICIPATION LTD., ALBEMAR sole member of FORO 1, LLC

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CERTIFICATION

والانام المساورية والأمه المساعد مستوالي والمساري

Carlos Hernandez-Artigas, as the Director of ALBEMAR PARTICIPATION LTD., a British Virgin Islands company hereby certifies that the foregoing is a true and correct copy of the Plan of Liquidation of FORO 1, LLC, a Florida limited liability company.

FORO 1, LLC, a Florida limited liability company By: Carlos Hernandez-Artigas, Director

WRITTEN CONSENT OF THE SOLE MEMBER OF

FORO 1. LLC

The undersigned, being the sole member of FORO 1, LLC, a limited liability company organized and existing under the laws of the State of Florida on April 16, 2012 (the "Company"), hereby agrees, consents to, adopts and orders the following actions:

That the Company shall be dissolved.

That Carlos Hernandez Artigas, as director of Albemar Participation Ltd., a British Virgin Islands company, the sole member of the Company, is hereby authorized to execute any documents as may be necessary and appropriate to effectuate the dissolution of the Company.

The actions contained herein shall be effective as of the 22^{n0} day of 0 ctober

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ALBEMAR PARTICIPATION LTD., a British Virgin Islands company sole Member

By: Carlos Hemandez-Artigas, Director