

L14000075978

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

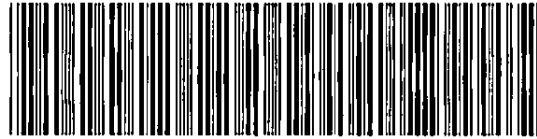
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2024 JUL 19 11:24:55

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: SUNNY ISLES BEACH 726, 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:

JOAN E. VENNERSTROM PARALEGAL

(Name of Person)

FOX ROTHSCHILD LLP

(Firm/Company)

777 S. FLAGLER DRIVE SUITE 1700 WEST TOWER

(Address)

WEST PALM BEACH FLORIDA 33401

(City/State and Zip Code)

For further information concerning this matter, please call:

JOAN E. VENNERSTROM

(Name of Person)

561-804-4474

at (_____) _____
(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
OF
ARTICLES OF ORGANIZATION
OF
SUNNY ISLES BEACH 726, LLC

2024 APR 29 PM 12:53

Pursuant to Chapter 605, Florida Statutes, SUNNY ISLES BEACH 726, LLC, a Florida limited liability company (the "Company") submits the following Articles of Dissolution of Articles of Organization:

FIRST: The name of the Company as currently filed with the Florida Department of State is SUNNY ISLES BEACH 726, LLC.

SECOND: The document number of the Company is L14000075978.

THIRD: The filing date of the articles of organization is May 9, 2014.

FOURTH: No debt of the Company remains unpaid.

FIFTH: The net assets of the Company remaining after winding up have been distributed to the members.

SIXTH: A majority of the members authorized the dissolution.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in §817.155, Florida Statutes.

Dated this 29 day of April, 2024.

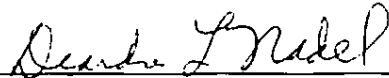

Deardre L. Nadel
Manager

EXHIBIT A

PLAN OF LIQUIDATION AND DISSOLUTION

of

SUNNY ISLES BEACH 726, LLC

This Plan of Complete Liquidation and Dissolution (the "Plan") is intended to accomplish the complete liquidation and dissolution of Sunny Isles Beach 726, LLC, a Florida limited liability company (the "Company"). This Plan also is intended to accomplish the dissolution of the Company pursuant to in accordance with Chapter 605, Florida Statutes, known as the "Florida Revised Limited Liability Company Act" (the "Act") and the Company's Operating Agreement effective August 1, 2019. Such liquidation and dissolution shall be accomplished as follows:

1. **Approval of Plan.** A majority of the Company's members who collectively own and hold at least sixty-two and one-half (62.50%) of the issued and outstanding membership interests of the Company (collectively, the "Members") and managers representing a majority of the Managers serving on the Company's Board of Managers ("Managers") have adopted this Plan. This Plan constitutes the adopted Plan of the Company.

2. **Liquidator.** The Board of Managers shall have responsibility for the dissolution, winding-up and liquidating the Company's business and affairs (the "Liquidator"). The Liquidator hereby authorizes Deadre Nadel to be authorized representatives and signatories for the Liquidator in connection with the dissolution, winding-up and liquidation of the Company's business and affairs (the "Dissolution"). The Liquidator, acting alone and without the need for any approval, is specifically authorized on behalf of the Company, to negotiate, prepare, amend, execute, deliver and cause the performance of any document in connection with the Dissolution (each, a "Dissolution Document"). The execution of any Dissolution Document by the Liquidator and its Authorized Representatives shall conclusively establish the approval by the Liquidator of the terms, conditions, execution, delivery and performance of such executed Dissolution Document.

3. **Articles of Dissolution.** The Liquidator shall cause the Company to file articles of dissolution with the Secretary of State of the State of Florida accordance with the Act (the time of such filing, the "Effective Time").

4. **Cessation of Business Activities.** After the Effective Time, the Company shall not engage in any business activities except to the extent necessary to preserve the value of its assets, wind up its business affairs, and distribute its assets in accordance with this Plan.

5. **Dissolution Process.** From and after the Effective Time, the Liquidator shall wind-up and liquidate the Company as follows:

- (a) **Accounting.** As promptly as possible after the Dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.
- (b) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation (the "Liquidation Proceeds") in the following order of priority, unless otherwise required by mandatory provisions of the Act:
 - (i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the obligations, fees and expenses related to or arising from liquidation (including sales commissions incident to any sales of assets of the Company);
 - (ii) Second, to the establishment of and additions to reserves that are determined by the Liquidator to be reasonably necessary for any contingent unknown liabilities or obligations of the Company, provided that any such reserves remaining after payment of such liabilities or obligations shall be distributed according to this Section 10.3(B) of the Operating Agreement. All capitalized terms not defined herein shall have the same meaning as defined terms in the Operating Agreement.
 - (iii) Third, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs; and
 - (iv) Fourth, to the Members on a pro-rata basis in proportion to each Member's Ownership Percentage, subject to the provisions of Section 10.3(D) of the Operating Agreement.
- (c) **Discretion of Liquidator.** Notwithstanding the provisions of Section 10.3(D) of the Operating Agreement that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 10.3(D), if upon dissolution of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, upon the approval of a Member Majority, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 10.3(C), undivided interests in such Company assets as the Liquidator deems not

suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

- (d) Upon completion of the distribution of the assets of the Company as provided in Section 10.3(D) of the Operating Agreement, the Company shall be terminated and the Liquidator shall file a statement of termination with the Department of State of the State of Florida under Section 605.0709(7) of the Act and shall cause the cancellation of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Florida and shall take such other actions as may be necessary to terminate the Company.
- (e) The Liquidator shall cause the Company to file with the applicable federal and Florida taxing authorities all tax and other filings that are required to be filed upon corporate dissolution and liquidation within such times are required by applicable law,

6. **Cancellation of Membership Interests.** The dissolution of the Company shall result in the complete cancellation of all of the outstanding membership interests of the Company. From and after the Effective Time, and subject to applicable law, each holder of membership interests of the Company shall cease to have any rights in respect thereof, except as otherwise provided herein. Subject to applicable law, the Company shall be entitled to close its membership ledger books and discontinue recording membership interests of the Company at any time after the Effective Time.

7. **Expenses of Dissolution.** In connection with and for the purposes of implementing and assuring completion of this Plan, the Liquidator shall cause the Company to pay all brokerage, agency, professional and other fees and expenses of persons rendering services to the Company in connection with the implementation of this Plan (including, without limitation, legal fees of the Company's counsel, all fees and other remuneration due to the Liquidator for services rendered.

8. **Indemnification.** The Company shall continue to indemnify its Covered Persons in accordance with its Operating Agreement and contractual arrangements as therein or elsewhere provided, and otherwise in accordance with applicable law; and such indemnification shall apply to acts or omissions of such persons, including, without limitation, in connection with the implementation of this Plan and the winding-up of the affairs of the Company.

9. **Authorization.** The Liquidator is hereby authorized, without further action by the Members, to do and perform or cause the officers of the Company, to do and perform, any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable, in the absolute discretion of the Liquidator, to implement this Plan and the transaction

contemplated hereby, including, without limiting, the foregoing, all filings or acts required by any state or federal law or regulation to wind up its affairs.

10. **Governing Law.** This Plan shall be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

SUNNY ISLES BEACH 726, LLC

**Written Consent of a Majority of the Managers and Members
of SUNNY ISLES BEACH 726, LLC
Actions Taken in Lieu of a Meeting**

Effective Date: April 29, 2024

The undersigned, constituting a majority of the managers ("Managers") and members ("Members") who collectively own at least sixty-two and one-half (62.50%) of the issued and outstanding membership interests of Sunny Isles Beach 726, LLC, a Florida limited liability company (the "Company"), acting in accordance with Chapter 605, Florida Statutes, known as the "Florida Revised Limited Liability Company Act" (the "Act"), without the formality of convening a meeting, hereby approve the following resolutions and consent to their adoption:

WHEREAS, a majority of the Members of the Company have determined that it is in the best interest of the Company that the Company wind-up its affairs and be liquidated and dissolved in accordance with the Act and the Company's Operating Agreement dated effective as of August 1, 2019 ("Operating Agreement");

WHEREAS, in accordance with 10.1 of the Operating Agreement, the Company may be dissolved at the election of a majority of the Members of the Company;

WHEREAS, a majority of the Members and Managers deem it appropriate and in the best interests of the Company to take formal action with regard to the liquidation and dissolution of the Company approving that certain Plan of Complete Liquidation and Dissolution (the "Plan"), a copy of which is attached hereto as Exhibit A and made a part hereof and such Plan complies with the terms of the Company's Operating Agreement and the Act;

NOW THEREFORE BE IT RESOLVED, that the dissolution of the Company pursuant to is hereby authorized, approved, adopted, confirmed and ratified in all respects;

FURTHER RESOLVED, that the complete liquidation and dissolution of the Company, in accordance with the Plan, be, and hereby is, approved, and the Plan is hereby adopted and approved in its entirety;

FURTHER RESOLVED, that after 4/29/2024 (the "Approval Date"), the Company, in accordance with Section 605.0709 of the Act, shall not engage in any business activities, except for the purpose of winding up and liquidating its business and affairs in accordance with the Plan.

FURTHER RESOLVED, pursuant to Section 10.3 of the Operating Agreement, the Members hereby appoint the Board of Managers as the entity (the "Liquidator") which shall be responsible for winding up, liquidating and distributing the assets of the Company in accordance with the Plan.

FURTHER RESOLVED, that the Liquidator and its authorized representatives ("Authorized Representatives"), are hereby authorized and directed to: (a) prepare and execute the Articles of Dissolution of the Company; (b) cause such Articles of Dissolution to be filed in the office of the Florida Secretary of State; (c) take all such actions they deem necessary or advisable to dissolve and wind-up the Company; and (d) take all actions that the Authorized Representatives or Liquidator deem necessary or advisable to carry out the purposes and intentions of these resolutions.

FURTHER RESOLVED, that the dissolution and winding up of the Company is hereby approved, adopted and ratified in all respects and the Liquidator and its Authorized Representatives are hereby authorized and directed to execute and file all documents and take all actions that the Liquidator deems necessary or advisable to carry out the purpose and intention of these resolutions.

FURTHER RESOLVED, that Liquidator and its Authorized Representatives are authorized, empowered and directed, in the name of and on behalf of the Company, to take all reasonable steps as may be necessary from time to time in order to carry out the purpose and intent of these resolutions.

FURTHER RESOLVED, that the Liquidator and its Authorized Representatives be and hereby is authorized and directed to pay all such fees and taxes, and to do or cause to be done such other acts and things as they may deem necessary or proper in order to carry out the liquidation and dissolution of the Company in accordance with the Plan and to fully effectuate the purposes of these resolutions;

FURTHER RESOLVED, that the Liquidator and its Authorized Representatives, be and hereby are authorized and directed, without further approval of the Company's members, to take all steps necessary, desired and required, in order to effectuate such liquidation, these resolutions and the Plan, including, but not limited to, the preparation and filing of all necessary tax returns, the filing of the Articles of Dissolution, and to do or cause to be done all such acts and things as they may deem necessary and proper in order to effectuate the liquidation and dissolution of the Company in accordance with the Plan;

This Written Consent adopted by a majority of the Managers and Members without a Meeting may be executed in one or more counterparts, and when the last of the Managers or Members has executed at least one counterpart, the foregoing resolutions shall be deemed to be adopted and in full force and effect as of the Effective Date. Any signature delivered by facsimile transmission or by an e-mail that contains a portable document format (.pdf) file of an executed signature page has the same force and effect as an original signature.

[Signature page follows]

MEMBERS:

Deafre Nadel

Deafre L Nadel

Ellen Paula Nadel Trust

By: Deafre L Nadel,
Trustee

Steven Elliot Nadel Trust

By: Deafre L Nadel,
Trustee

Constituting a majority of the Members

MANAGERS:

Deafre Nadel

Deafre L Nadel

Constituting a majority of the Managers

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: SUNNY ISLES BEACH 726, LLC

Document number of Limited Liability Company is: L14000075978

Date of dissolution was: APRIL 29, 2024

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

NAME	ADDRESS	DATE OF CLAIM	AMOUNT OF CLAIM	SECURED OR UNSECURED

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

DEADRE L. NADEL
9 ASPEN ROAD
SCARSDALE, NY 10583

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.

DEADRE L. NADEL
Printed Name of the Person Filing


Signature of the Person Filing

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