

Feb. 3 2012 10:41 AM SALVATORI & WOOD No. 7504 Page 1 of 1
N04000000372

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H12000029344 3)))



H12000029344ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet

To:
Division of Corporations
Fax Number : (850) 617-6380

From:
Account Name : SALVATORI & WOOD, BUCKEL, PL
Account Number : I20030000112
Phone : (239) 552-4100
Fax Number : (239) 649-1706

**DISSOLUTION OR WITHDRAWAL
SARAH ANN DROP IN CENTER, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$43.75

FILED
2012 FEB -3 PM 2:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

12 FEB -3 AM 8:01

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Electronic Filing Menu Corporate Filing Menu

Help

less with notice
ADR

2/3/12

Feb. 3. 2012 10:42AM

SALVATORI & WOOD
(((H12000029344 3)))

No. 7504 P. 2

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SARAH ANN DROP IN CENTER, INC.

DOCUMENT NUMBER: N04000000372

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

Please return all correspondence concerning this matter to the following:

Kevin Carmichael

(Name of Contact Person)

Salvatori, Wood & Buckel

(Firm/Company)

9132 Strada Place, Fourth Floor

(Address)

Naples, FL 34108

(City/State and Zip Code)

For further information concerning this matter, please call:

Kevin Carmichael

(Name of Contact Person)

at (239) 552-4100

(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
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

(((H12000029344 3)))

No. 7504 P. 3
FILED

2012 FEB -3 PM 2: 06

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF DISSOLUTION

Pursuant to section 617.1403, Florida Statutes, this Florida not for profit corporation submits the following Articles of Dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:
SARAH ANN DROP IN CENTER, INC.

SECOND: The document number of the corporation (if known): N04000000372

THIRD: Adoption of Dissolution
(COMPLETE SECTION I OR II)

SECTION I

If the corporation has members entitled to vote:

(CHECK/COMPLETE ONE)

☒ The date of the meeting of members at which the resolution to dissolve was adopted
December 21, 2011 The number of votes cast by the
members was sufficient for approval.

☐ The resolution was adopted by written consent of the members and executed in
accordance with section 617.0701, Florida Statutes.

SECTION II

If the corporation has no members or members entitled to vote on the dissolution:

The corporation has no members or members entitled to vote on the dissolution.

The date of adoption of the resolution by the board of directors was _____.

The number of directors in office was _____ and the vote for resolution was

_____ for and _____ against. (must be a majority vote)

Feb. 3. 2012 10:42AM

SALVATORI & WOOD
(((H12000029344 3)))

No. 7504 P. 4

FOURTH: Effective date of dissolution if applicable: _____
(no more than 90 days after dissolution file date)

Signature



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

Michael Nelson

(Typed or printed name of the person signing)

Chairman

(Title of person signing)

FILING FEE: \$35

(((H12000029344 3)))

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. 617.1407, F.S.

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

Name of Corporation: SARAH ANN DROP IN CENTER, INC.

Date of dissolution will be the date the dissolution is filed with the Department of State or as specified in the *Articles of Dissolution*.

Description of information that must be included in a claim:

(1) the basis for the claim; (2) the amount claimed; (3) the name and
address of the creditor; (4) the dates on which services or goods were sold,
rendered or purchased; (5) whether the claim is secured or unsecured; and
(6) whether the claim is liquidated or unliquidated.

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

c/o Kevin Carmichael

Salvatori, Wood & Buckel, P.L.

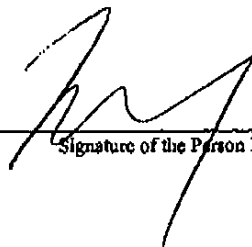
9132 Strada Place, Fourth Floor

Naples, FL 34108

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.

Kevin Carmichael

Printed Name of the Person Filing



Signature of the Person Filing

Fee: No charge if included with Articles of Dissolution. If filed separately \$35.00

**PLAN OF DISTRIBUTION
OF
SARAH ANN DROP IN CENTER, INC.**

This Plan of Distribution ("Agreement") is entered into by and between **SARAH ANN DROP IN CENTER, INC.**, a Florida not for profit corporation ("Corporation") and **NAMI OF COLLIER COUNTY, INC.**, f/k/a AMI of Collier County, Inc., a Florida not for profit ("Member") all on this 21st day of December, 2011.

RECITALS

Whereas, the parties to this Agreement desire that the Corporation dissolve and distribute the Corporation's net assets in liquidation to the Member in accordance with the Articles and Bylaws of the Corporation on the Effective Date as set forth below; and

Whereas, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the exchange and to otherwise ensure compliance with Florida law in accordance with the governing documents of the Corporation and the Member;

Now, Therefore, in consideration of the premises and of the mutual representations, warranties and covenants and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1
DISSOLUTION**

On the 3rd day of February, 2012, ("Effective Date"), the Corporation shall file Articles of Dissolution with the Florida Department of State. Immediately thereafter, the Corporation shall liquidate its assets pay off the claims of known creditors and distribute the net assets of the Corporation to the Member.

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION**

2.1 **SARAH ANN DROP IN CENTER, INC.**, is a not for profit corporation validly existing and in active status under the Laws of the State of Florida. The Corporation is duly qualified to conduct business as a corporation, and is in good standing. The Corporation has all requisite corporate power and authority to carry on its charitable purposes as and where such is now being conducted. The Corporation has a single member and that member is **NAMI OF COLLIER COUNTY, INC.**, f/k/a AMI of Collier County Inc.

2.2 The Corporation is exempt from Federal Income Taxation pursuant to Internal Revenue Code §§170(b), 501(c)(3), 509(a)(1), 2522 and 2055. The Corporation is current with its tax reporting and disclosures at the federal and state levels. The Corporation is registered to solicit contributions with the Florida Department of Agriculture and its annual filings are current. The Corporation has no outstanding Florida Sales Tax liabilities.

2.3 The Corporation does not own, directly or indirectly, any capital stock or other equity securities of any other corporation or have any direct or indirect equity or other ownership interest in any entity or business.

2.4 True and complete copies of the Articles of Incorporation and Bylaws of the Corporation have been made available to the Board of Directors of the Member. The minute books of the Corporation have been made available to Board of Directors of the Member.

2.5 The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by the Corporation pursuant to this Agreement have been duly authorized by the Board of Directors of the Corporation.

2.6 The Corporation has good and marketable title to all of its assets and properties free and clear of all liens, except those disclosed to the Member's Board of Directors.

2.7 The Corporation shall assign, and transfer its assets in liquidation to the Member as provided in Article VIII of the Corporation's Articles of Incorporation under the condition that they may be held and used by the Member its successors and assigns only for those charitable purposes expressed in the member's Article of Incorporation.

2.8 Board of Directors met for the purpose of approving the Plan of Distribution and the Dissolution of the Corporation and voted in the affirmative with the required number of votes to distribute and dissolve.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE MEMBER

3.1 **NAMI OF COLLIER COUNTY, INC.**, f/k/a AMI of Collier County Inc., is a not for profit corporation validly existing and in active status under the Laws of the State of Florida. The Member is duly qualified to conduct business as a corporation, and is in good standing. The Member has all requisite corporate power and authority to carry on its charitable purposes as and where such is now being conducted.

3.2 The Member is exempt from Federal Income Taxation pursuant to Internal Revenue Code §§170(b), 501(c)(3), 509(a)(1), 2522 and 2055. The Member is current with its tax reporting and disclosures at the federal and state levels. The Member is registered to solicit contributions with the Florida Department of Agriculture and its annual filings are current. The Member has no outstanding Florida Sales Tax liabilities.

3.3 The Member has the present ability to accept the assets of the Corporation and to apply the assets to only for those charitable purposes set forth in the Member's Articles of Incorporation.

3.4 True and complete copies of the Articles of Incorporation and Bylaws of the Member have been made available to the Board of Directors of the Corporation. The minute books of the Member have been made available to Board of Directors of the Corporation.

((H12000029344 3)))

3.5 The execution and delivery of this Agreement and the other documents and instruments to be executed and delivered by the Member pursuant to this Agreement have been duly authorized by the Board of Directors of the Member.

3.6 The Member has good and marketable title to all of its assets and properties free and clear of all liens, except those disclosed to the Corporation's Board of Directors.

3.7 Board of Directors of the Member met for the purpose of approving the Plan of Distribution and the Dissolution of the Corporation and voted in the affirmative with the required number of votes for distribution and dissolution.

ARTICLE 4 **COVENANTS**

From and after the date of this Agreement, the parties shall comply with the following covenants:

4.1 Reasonable access during normal business hours to all of the properties, books, records, contracts and documents of the Corporation and the Member for the purpose of such inspection, investigation and testing as the parties deem appropriate.

4.2 Upon the execution of this Agreement, the Corporation shall cease its charitable activities and shall windup its affairs pay known creditors and shall publish notice required under Fla. Stat. §617.1407(1) in a paper of general circulation.

4.3 The Corporation shall make no charitable or other transfers to any person other than the Member.

4.4 The Member will continue its charitable purposes in substantially the same manner as heretofore conducted and will not make or institute any material changes in its charitable purposes during the dissolution and distribution process.

ARTICLE 5 **CONDITIONS PRECEDENT TO MEMBER'S OBLIGATIONS**

Each and every obligation of the Member to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

5.1 Each of the representations and warranties made by the Corporation in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to by the Member; provided that for purposes of this Section 5.1, if any representation or warranty made by the Corporation includes a materiality qualifier, such qualifier shall be disregarded solely for purposes of determining compliance with this Section 5.1.

5.2 The Corporation shall have performed and complied with all of its agreements and obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.

((H12000029344 3)))

5.3 All approvals, consents and waivers shall have been received, and executed _____ counterparts thereof shall have been delivered to the Member prior to the Closing.

5.4 The Articles of Dissolution and Plan of Dissolution shall have been executed for filing the Florida Department of State.

5.5 Certified copies of the resolutions of the Board of Directors of the Corporation, authorizing and approving this Plan of Distribution, the Articles of Dissolution and the consummation of the transactions contemplated by this Agreement.

5.6 A Certificate of Compliance indicating that the parties are complying with §§617.1406(1) and 617.4107(1) is duly certified and attached to this Agreement and filed with the State of Florida.

5.7 Incumbency certificates relating to each person executing any document executed and delivered to the Member by the Corporation pursuant to the terms hereof.

ARTICLE 6
CONDITIONS PRECEDENT TO CORPORATION'S OBLIGATIONS

Each and every obligation of the Corporation to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of each of the following conditions:

6.1 Each of the representations and warranties made by the Member in this Agreement shall be true and correct in all material respects when made and shall be true and correct in all material respects at and as of the Closing Date as though such representations and warranties were made or given on and as of the Closing Date, except for any changes permitted by the terms of this Agreement or consented to by the Corporation; provided that for purposes of this Section 6.1, if any representation or warranty made by the Member includes a materiality qualifier, such qualifier shall be disregarded solely for purposes of determining compliance with this Section 6.1.

6.2 The Member shall have performed and complied with all of its agreements and obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.

6.3 All approvals, consents and waivers shall have been received, and executed counterparts thereof shall have been delivered to the Corporation prior to the Closing.

6.4 The Plan of Distribution and Articles of Dissolution shall have been executed in preparation for filing with the Florida Department of State.

6.5 A Certificate of Compliance indicating that the parties are complying with §§617.1406(1) and 617.4107(1) is duly certified and attached to this Agreement and filed with the State of Florida.

6.6 Certified copies of the resolutions of the Board of Directors of the Corporation and the Member, authorizing and approving this Agreement and the consummation of the transactions contemplated by this Agreement.

6.7 Incumbency certificates relating to each person executing any document executed and delivered to the Corporation by the Member pursuant to the terms hereof.

ARTICLE 7
MISCELLANEOUS

7.1 Further Assurance. From time to time, at a Party's request and without further consideration, the other Parties will execute and deliver to the requesting Party such documents and take such other action as the requesting Party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

7.2 Assignment. The rights and obligations of a Party hereunder may not be assigned, transferred or encumbered, in whole or in part, without the prior written consent of the other parties; provided, however, Parent may assign its rights hereunder, in whole or in part, for the benefit of its lenders.

7.3 Law Governing Agreement. This Agreement shall be construed and interpreted according to the Laws of the State of Florida, excluding any choice of law rules that may direct the application of the Laws of another jurisdiction.

7.4 Amendment and Modification. The Corporation and the Member may amend, modify and supplement this Agreement, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed on behalf of all of the parties hereto or, in the case of a waiver, by the party waiving compliance.

7.5 Notice. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by fax or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

If to the Member, to:

NAMI of Collier County, Inc.
Attn: Nancy Schultz, President
6216 Trail Boulevard, Building C
Naples, Florida 34108

If to the Corporation

Sarah Ann Drop In Center, Inc.
Attn: Michael Nelson, Chairman
6324 Trail Boulevard
Naples, Florida 34108

with a copy to:

Salvatori, Wood & Buckel
Attn: Kevin Carmichael, Esq.
9132 Strada Place, Fourth Floor
Naples, Florida 34108

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next Business Day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any Person may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section.

7.5.1 Expenses. Regardless of whether or not the transactions contemplated hereby are consummated each of the Parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

7.5.2 Entire Agreement; Binding Effect. This Agreement embodies the entire agreement between the Parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein or executed contemporaneously or in connection herewith. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns.

7.5.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.5.4 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

7.5.5 Construction. Where any group or category of items or matters is defined collectively in the plural number, any item or matter within such definition may be referred to using such defined term in the singular number.

7.5.6 Interpretations. Neither this Agreement nor any uncertainty herein shall be construed or resolved against any Party, whether under rule of construction or otherwise. No Party to this Agreement shall be considered the draftsman. The Parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties, and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

7.5.7 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted only so broad as enforceable.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

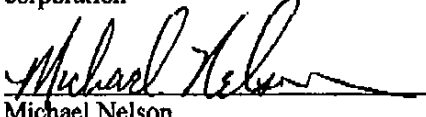
MEMBER:

CORPORATION:

NAMI OF COLLIER COUNTY, INC.
f/k/a AMI of Collier County Inc., a Florida
not for profit corporation

SARAH ANN DROP IN CENTER,
INC., a Florida not for profit
corporation

By: 
Name: Nancy Schultz
Title: President

By: 
Name: Michael Nelson
Title: Chairman

CERTIFICATE OF COMPLIANCE

I, Kathryn Hunter, Secretary of the SARAH ANN DROP IN CENTER, INC., a Florida nonprofit corporation, hereby certify, that a special meeting of the Board of Directors of the Corporation was duly held on November 14, 2011, at 6324 Trail Boulevard, Naples, Florida 34108.

Adoption of 617.1406(1) 617.1407(1)

and the within Plan of Distribution was duly submitted and passed by a unanimous vote of the Directors and, that, at a meeting of the Members held on December 21, 2011, at 6216 Trail Boulevard, Building C, Naples, Florida 34108, the Plan of Distribution was approved by a unanimous vote.

**SARAH ANN DROP IN CENTER,
INC., a Florida nonprofit corporation**

By: Kathryn Hunter
Name: Kathryn Hunter
Title: Secretary
Date: 2/2, 2012