

N05000007666

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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(Business Entity Name)

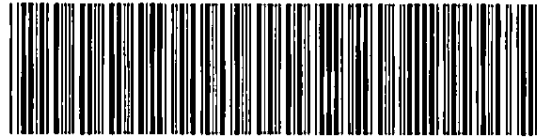
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dissolution of
inactive corp

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2023 DEC 11 AM 11:21
TALLAHASSEE, FLORIDA

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A. RANNEY

DEC -12 2023

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 12/11/2023

****WALK IN****

ENTITY NAME PLANTATION VILLAGE CO-OP, INC.

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXXXXXXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$35

ACCOUNT #: I20160000072

E. R. FLO

Please call Tina at the above number for any issues or concerns. Thank you so much!

FILED

**ARTICLES OF DISSOLUTION
OF
PLANTATION VILLAGE CO-OP, INC.**

2023 DEC 11 AM 11:21

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

ARTICLE I

NAME

The name of the corporation as currently filed with the Florida Department of State is Plantation Village Co-op, Inc.

ARTICLE II

DOCUMENT NUMBER

The document number of the corporation is N05000007666.

ARTICLE III

ADOPTION OF DISSOLUTION

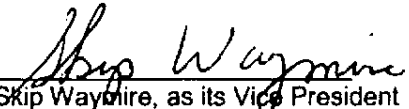
The date of the meeting of the membership (also known as shareholders) at which the resolution to dissolve was adopted on November 16, 2021. The number of votes cast by the members/shareholders was sufficient for approval.

ARTICLE IV

EFFECTIVE DATE

The effective date of dissolution shall be the date of the filing of these Articles of Dissolution with the Florida Department of State, Division of Corporations.

PLANTATION VILLAGE CO-OP, INC.
a Florida not-for-profit corporation

By: 
Skip Waymire, as its Vice President

**Plan of Company Dissolution, Liquidation, Distribution and Termination
of
Plantation Village Co-Op, Inc.,
a Florida not-for-profit corporation**

This Plan of Company Dissolution, Liquidation, Distribution and Termination ("Plan") is made as of the 16th day of November, 2021 for the purpose of effecting the dissolution of Plantation Village Co-Op, Inc., a Florida corporation not-for-profit ("Company"), and the distribution of the Company assets to its members in conformance with Chapter 617, F.S. following the sale of Company's principal asset, Plantation Village Mobile Home Park in Bradenton, Manatee County, Florida ("Community"), to Plantation Village Owner, L.L.C., a Delaware limited liability company ("Purchaser"):

1. Company Formation. The Company was organized on a non-stock basis effective as of July 27, 2005 and issued membership certificates (each a "Membership Certificate" and collectively "Membership Certificates") for those purchasing an interest in the Company (each a "Member" and collectively the "Members").
2. Member Approval. The Members own all of the issued and outstanding Membership Certificates in the Company. The Members by resolution adopted by not less than seventy five percent (75%) vote of the Membership, approved the sale of the Community on November 16, 2021, pursuant to that certain Letter of Intent between the Company and Purchaser dated October 22, 2021 authorizing the Company to enter into a Purchase and Sale Agreement between Company, as "Seller", and Purchaser; and authorized the Board of Directors of Company ("Board") to create and implement the Plan consistent with the Company's governing documents and Section 617.1406 F.S. as part of the dissolution and liquidation of the Company and the distribution of the Company's cash assets remaining after the Closing of the Purchase Agreement and reserves have been set aside for the payment of estimated taxes, expenses and contingent liabilities as set forth below.
3. Board of Director Approval. The Board of Directors has approved the Plan as of November 16, 2021, and the Plan shall become effective on the date of the Closing of the sale of the Community pursuant to the Purchase Agreement ("Effective Date"). In the event the Purchase Agreement is terminated prior to closing by either party thereto, then this Plan shall simultaneously terminate.
4. Dissolution Process.
 - A. As promptly as practicable after the Effective Date, the Company shall be dissolved in accordance with the laws of the State of Florida, and all tax returns, information returns, and other documents required to be filed with the Internal Revenue Service and State of Florida shall be timely filed. The Board shall cause all debts and liabilities of the Company to be paid promptly after the Effective Date.
 - B. After payment of all known liabilities, the Board shall set aside cash in a reserve fund in an amount estimated by the Board to be necessary for the payment of estimated expenses, taxes and contingent liabilities (including expenses of liquidation, dissolution and distribution of assets), and shall distribute the balance

of any cash assets of the Company pro rata to its Members in proportion to the number of Membership Certificates owned by each Member ("Distribution Amount") subject to each Member meeting the conditions for Member distributions set forth below.

- C. At such time as the Board has determined that all liabilities of the Company have been paid or provided for, and in any event within 12 months of the Effective Date, the Board shall forthwith cause any funds remaining to be distributed pro rata to its Members in proportion to the number of Membership Certificates owned by each Member as of the Effective Date.
5. Cessation of Business Activities. From and after the Effective Date, the Company shall not engage in any business activities, except for the purpose of preserving the value of its assets, adjusting and winding up its business affairs and distributing its assets to the Members in accordance with this Plan and in compliance with F.S. 617.1405. The Board and the officers designated by the Board are vested with all power and authority to carry out the terms, conditions and provisions of the Plan.
6. Cancellation of Membership Certificates. From and after the Effective Date, and subject to applicable law, each holder of a Membership Certificate of the Company shall cease to have any rights in respect thereof, except the right to receive distributions, pursuant to and in accordance with the Plan. On the Effective Date, the Company will close its Member transfer books and discontinue recording transfers of Membership Certificate(s) of the Company; and, thereafter, Membership Certificates of the Company will not be assignable or transferable on the books of the Company except by will, intestate succession, or operation of law.
7. Member Distribution Requirements. In order to receive any distribution pursuant to the Plan (each a "Member Distribution"), each Member must satisfy the following requirements ("Distribution Requirements"):
- A) (i) Surrender the original Membership Certificate to the Company, or (ii) furnish the Company with evidence satisfactory to the Board of the loss, theft or destruction of the Membership Certificates, together with such surety bond or other security or indemnity as may be required by the Board.
 - B) Written cancellation of Member's Membership Certificate.
 - C) Written acceptance of the rental prospectus provided to Member by Purchaser which rental prospectus has been approved by the State of Florida Department of Business and Professional Regulation and in form approved by the Board and become a leaseholder governed by Chapter 723, F.S.
 - D) Satisfaction or release of any outstanding mortgages, taxes, cooperative assessments, claim(s) of lien, notices of commencement, tax certificates or other liens or encumbrances of any kind on or accruing to the proprietary leasehold interest of the Member under Member's Proprietary Lease plus his/her Membership Certificate (collectively "Member Debts"),

or accept a reduction in Member's distribution amount for any Member Debts plus any sums advanced by Company to satisfy Member Debts in connection with the Closing or otherwise, and to reimburse Company for out of pocket costs in connection with Member's failure or inability to cooperate with Company in satisfying the Distribution Requirements.

- E) Indemnify the Company on a pro rata basis for any subsequent claims against the Company not barred by law, including, but not limited to, claims for income, franchise, sales, documentary stamp or other taxes to the extent of distributions actually made to the Member.

8. Contested Distributions. In the event a Membership Certificate is held by more than one person and the parties cannot agree upon a division of the Member Distribution, Porges, Hamlin, Knowles & Hawk, P.A., the escrow agent disbursing the Member Distributions ("Plan Escrow Agent") is authorized to interplead and pay the contested Member Distribution into the Circuit Court for Manatee County, Florida, and thereafter be released and discharged from any further obligations or liability with respect to the contested Member Distribution.
9. Unclaimed Distributions. If any Member Distribution cannot be made, whether because the Member cannot be located, has not surrendered its Membership Certificate(s), has not satisfied the other Distribution requirements or for any other reason, and is not a contested Member Distribution as addressed above, the Member Distribution shall be transferred, at such time as the final liquidating distribution is made by the Company, to the official of such state or other jurisdiction authorized by applicable law to receive the proceeds of such Member Distribution; and Company may deduct the costs associated with the unclaimed Member Distribution from the Member Distribution prior to such transfer. Upon making such a transfer, the Plan Escrow Agent shall be released and discharged from any further liability with respect to the transferred Member Distribution. The proceeds of such Member Distribution shall thereafter be held solely for the benefit of and for ultimate distribution to such Member as the sole equitable owner thereof and shall be treated as abandoned property and escheat to the applicable state or other jurisdiction in accordance with applicable law. In no event shall the proceeds of any such distribution revert to or become the property of the Company.
10. Dissolution. As soon as practical after the Effective Date, the Company shall be formally dissolved in accordance with the laws of the State of Florida. The Board of Directors shall have the power to adopt all resolutions, execute all documents, file all papers and take all other actions necessary to affect the dissolution of the Company.
11. Expenses of Dissolution and Plan Administration. In connection with and for the purposes of implementing and assuring completion of this Plan and the dissolution of the Company, the Company may, in the absolute discretion of the Board, or officers of the Company designated by the Board to implement the Plan pay any brokerage, agency, professional and other fees and expenses of persons rendering services to the Company in connection with the collection, sale, exchange or other disposition of the Community and other Company assets, the dissolution of the Company and the implementation of the Plan.
12. Indemnification. The Company shall continue to indemnify its officers, directors,

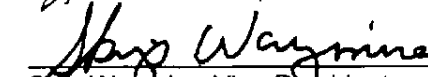
employees and agents in accordance with its certificate of incorporation, bylaws, and contractual arrangements as therein or elsewhere provided, the Company's existing directors' and officers' liability insurance policy and applicable law, and such indemnification shall apply to acts or omissions of such persons in connection with the implementation of this Plan and the winding up of the affairs of the Company. The Board is authorized to obtain and maintain insurance as may be necessary to cover the Company's indemnification obligations.

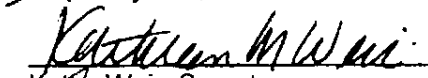
13. Authorization. The Board is hereby authorized, without further action by the Members, to do and perform or cause the officers of the Company, subject to approval of the Board, to do and perform, any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind which are deemed necessary, appropriate or desirable, in the absolute discretion of the Board, to implement this Plan, including, without limiting the foregoing, all filings or acts required by any state or federal law or regulation to wind up its affairs.
14. Counterparts; Facsimile and Electronic Signatures. This document may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile signatures or PDF signatures electronically transmitted and affixed hereto shall be deemed original signatures for all purposes.

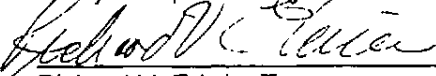
The foregoing Plan of Company Dissolution and Distribution was adopted by the Board of Directors of Plantation Village Co-Op, Inc., at a special meeting duly noticed and called for the purpose of reviewing and adopting this Plan on November 16, 2021 and ratified and approved by the Members by a 2/3 Vote of the Members at the Special Meeting of the Members also held on November 16, 2021.

Plantation Village Co-Op, Inc.,
a Florida not-for-profit corporation



Raymond F. Fields, President

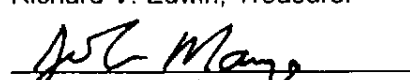

Skip Waymire, Vice President


Kathy Weir, Secretary


Richard V. Edwin, Treasurer


Peggy Amidon, Director


Derissa Atiakson, Director


John Mango, Director