

N40700

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

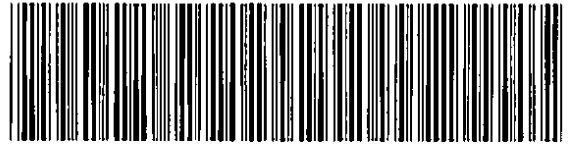
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2021 DEC 22 AM 11:45  
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DEC 27 2021

## CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

MENTAL HEALTH COMMUNITY CENTERS

Signature \_\_\_\_\_

Requested by:

Name \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Walk-In \_\_\_\_\_ Will Pick Up \_\_\_\_\_

\_\_\_\_ Art of Inc. File \_\_\_\_\_  
\_\_\_\_ LTD Partnership File \_\_\_\_\_  
\_\_\_\_ Foreign Corp. File \_\_\_\_\_  
\_\_\_\_ L.C. File \_\_\_\_\_  
\_\_\_\_ Fictitious Name File \_\_\_\_\_  
\_\_\_\_ Trade/Service Mark \_\_\_\_\_  
\_\_\_\_ Merger File \_\_\_\_\_  
\_\_\_\_ Att. of Amend. File \_\_\_\_\_  
\_\_\_\_ RA Resignation \_\_\_\_\_  
\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_  
\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_  
\_\_\_\_ Cert. Copy \_\_\_\_\_  
\_\_\_\_ Photo Copy \_\_\_\_\_  
\_\_\_\_ Certificate of Good Standing \_\_\_\_\_  
\_\_\_\_ Certificate of Status \_\_\_\_\_  
\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_  
\_\_\_\_ Corp Record Search \_\_\_\_\_  
\_\_\_\_ Officer Search \_\_\_\_\_  
\_\_\_\_ Fictitious Search \_\_\_\_\_  
\_\_\_\_ Fictitious Owner Search \_\_\_\_\_  
\_\_\_\_ Vehicle Search \_\_\_\_\_  
\_\_\_\_ Driving Record \_\_\_\_\_  
\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_  
\_\_\_\_ UCC 11 Search \_\_\_\_\_  
\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_  
\_\_\_\_ Courier \_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 21, 2021

CAPITAL CONNECTION, INC.

SUBJECT: MENTAL HEALTH COMMUNITY CENTERS, INC.  
Ref. Number: N40700

We have received your document and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Articles of Dissolution for a nonprofit corporation must comply with either section 617.1401 or 617.1403, Florida Statutes.

Please state the correct adoption pursuant to 617.1403, Florida Statutes. Please see the enclosed form.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton  
Regulatory Specialist III

Letter Number: 421A00030762

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2021 DEC 22 PM 3:08  
www.sunbiz.org

ARTICLES OF DISSOLUTION  
OF  
MENTAL HEALTH COMMUNITY CENTERS, INC.

In accordance with Florida Statutes Section 617.1403, MENTAL HEALTH COMMUNITY CENTERS, INC., a Florida not for profit corporation, hereby adopts, delivers and files these Articles of Dissolution for the purpose of dissolving the corporation.

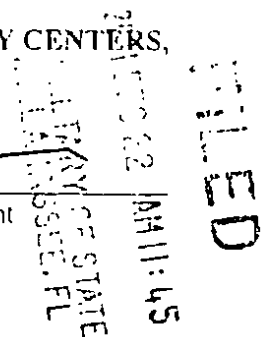
1. The name of the corporation is MENTAL HEALTH COMMUNITY CENTERS, INC. (the "Corporation").
2. The Articles of Organization of the Corporation were filed on November 5, 1990 and assigned document number N40700 by the Florida Department of State.
3. Dissolution of the Corporation was adopted on September 16, 2021 by the written consent of the Board of Directors as provided in section 617.1402, Florida Statutes.
4. Dissolution of the Corporation was authorized on September 16, 2021 by the written consent of the Members and executed in accordance with section 617.0701, Florida Statutes.
5. The Members authorized and directed the undersigned party to file these Articles of Dissolution on behalf of the Corporation.
6. The dissolution of the Corporation shall be effective upon December 31st, 2021.

IN WITNESS WHEREOF, the undersigned has executed these Articles as of this 16th day of September, 2021.

MENTAL HEALTH COMMUNITY CENTERS,  
INC., a Florida corporation

By: \_\_\_\_\_

Steven Klindt, President



#### Adoption of Dissolution

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

**PLAN OF DISSOLUTION AND COMPLETE LIQUIDATION  
OF  
MENTAL HEALTH COMMUNITY CENTERS, INC.**

This Plan of Dissolution and Complete Liquidation (the "Plan") is intended to affect the complete voluntary liquidation and dissolution of MENTAL HEALTH COMMUNITY CENTERS, INC., a Florida not for profit corporation and an organization governed by 501(c)(3) of the Internal Revenue Code (the "Corporation"), in accordance with the Florida Not For Profit Corporation Act (the "Act") in substantially the following manner:

1. Effective Date. This Plan shall be effective on December 31, 2021, the date of filing of the Articles of Dissolution of the Corporation (the "Effective Date").

2. Effect of Adoption by Corporation. From and after the Effective Date, the Corporation shall cease all of its business activities, except as are necessary for the winding up of the Corporation's business and affairs.

3. Payment of Liabilities. Prior to the Final Distribution (as defined below) to organizations, federal, state, or local governments, the Corporation shall pay and discharge or make adequate provision for the payment and discharge of all debts, expenses, taxes and other liabilities of the Corporation, including, but not limited to the acquisition of tail liability insurance coverage for the Corporation and tail coverage for its directors and officers' insurance (collectively, the "Liabilities").

4. Distribution of Assets. The President shall as promptly as feasible distribute all of the assets of the Corporation to one or more organizations which themselves are exempt as organizations described in Sections 501(c)(3) of the Internal Revenue Code, for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, i.e. charitable, educational, religious or scientific (or corresponding section of any future Federal tax code). Such distribution shall be to other Florida not for profit corporations as described below. Notwithstanding the foregoing, the corporation shall make the final distribution(s) no later than the end of the tax year in which the first distribution occurred. As such, the Corporation shall distribute the assets of the Corporation as follows:

(a) The following real properties, together with the contents of each, shall be transferred to NAMI Sarasota and Manatee Counties, Inc., a Florida not for profit corporation and a Section 501(c)(3) organization ("NAMI"):

(i) 240 S. Tuttle Avenue, Sarasota, FL, 34237

(ii) 1680 S. Tamiami Trail #C, Venice, Florida, 34237

(b) The following real property, together with its contents, shall be transferred to Charlotte Behavioral Health Care, Inc., a Florida not for profit corporation and a Section 501(c)(3) organization:

(i) 513 E. Hickory Street, Arcadia, Florida, 34266.

(c) Following the payment of any and all Liabilities, the remaining assets of the Corporation shall be distributed to NAMI (the "Final Distribution")

5. Authority. Steven Klindt is hereby authorized, without further action by the Board of Directors, 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 Steven Klindt, to implement this Plan and the transactions contemplated hereby, including, without limiting the foregoing, all filings or acts required by any state or federal law or regulation to wind up the Corporation's affairs, including but not limited to filing the Articles of Dissolution with the State of Florida in the form attached hereto as Exhibit A.

7. General Provisions. The following provisions shall apply to this Plan:

8.1 The parties to this Plan agree that jurisdiction and venue shall properly and exclusively lie in the Twelfth Judicial Circuit of the State of Florida, in and for Manatee County, Florida, or in the United States District Court for the Middle District of Florida (Tampa Division), with respect to any legal proceedings arising from this Plan.

8.2 In the case of the breach of any of the provisions of this Plan by any party, and enforcement of the breach of the Plan is accomplished by suit, mediation or arbitration proceedings or through an attorney at law, whether suit or arbitration proceedings be brought or not, the party so breaching the Plan hereby agrees to pay to the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of collection or other enforcement of rights in any suit, or otherwise.

8.3 This Plan has been negotiated and prepared and shall be performed in the State of Florida, and the validity, construction and enforcement of, and the remedies under, this Plan shall be governed in accordance with the laws of the State of Florida (except that if any choice of law provision under Florida law would result in the application of the law of a state or jurisdiction other than the State of Florida, such provision shall not apply).

8.4 The invalidity or unenforceability of any particular provision hereof shall not affect the remaining provisions of this Plan, and this Plan shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8.5 This Plan contains the entire understanding between the parties hereto with respect to the transactions contemplated hereby, and this Plan supersedes in all respects all written or oral understandings and agreements heretofore existing between the parties hereto. This Plan shall inure to the benefit and be binding upon the parties hereto and their heirs, personal representatives, successors and assigns.


8.6 This Plan may not be modified or amended except by an instrument in writing duly executed by the parties hereto and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party hereto sought to be charged with such waiver or consent.

8.7 This Plan may be signed in counterparts and or duplicate originals. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

8.8 Captions used herein are for convenience only and are not a part of this Plan and shall not be used in construing it.

8.9 Each party covenants that he or she will not make any derogatory statements, either orally or in writing and whether or not true, concerning the other party which may reasonably be construed as detrimental to the other party or to any products, services, operations, employees or agents of the other party.

**MENTAL HEALTH COMMUNITY CENTERS, INC.**

By:   
Steven Klindt, as its President