



**Evergreen Valley Timeshare Owners
Association**
82 Mountain Road. Stoneham. Maine 04231

EVERGREEN VALLEY TIMESHARE OWNERS ASSOCIATION

Valued EVTOA Owners:

February 15, 2025

In the fifty years since Evergreen Valley Resort was constructed, and in the twenty years since the resort emerged from bankruptcy, significant changes have occurred. The lease from the U.S. Forest Service for the ski slopes has been terminated and the ski slopes are now forested; the golf course has grown up into bushes and trees; the marina and the ski lodge are not currently being maintained; and the surrounding forest land has been sold off to private parties. The only components of the original Evergreen Valley Resort that are still active and in use are the Inn and Villas condominiums.

We all have survived many negative happenings and events, some of them include the purchase by Mr. Harold Brooks, the water that the State of Maine made EVTOA chlorinate the water system despite the fact our water was well water and safe, then we endured the Septic situation where we were forced to put in the Cadillac of septic tanks. Through all this we stood strong because we loved and cared about Evergreen. We all paid extra assessments to get through these tough times. It truly was amazing how loyal our owners really were. We shouldn't forget that the community also helped the Inn with legal bills and septic.

There have been a lot of changes in the past couple of years since COVID. Things took a drastic spiral and the team tried hard to keep our heads above water, so to speak. We fought low rentals as did other resorts, then we could not find staff, mother nature messed with us and we had no snow which killed our rentals last year, the big loss occurred when TLC Resorts Vacation Club the company who purchases our inventory experienced financial problems and have not paid us for their inventory since August. Central Maine Power (CMP) is one of our worst enemies! Last month our CMP bill for the Inn was over \$12,000 due to the need of new windows and a different heating system.

Usually when North Conway sells out EVTOA gets the overflow and we fill up. Unfortunately, North Conway has three new hotels so the overflow will not be as prosperous. With low rentals and loss of income we had to do some serious thinking to

protect the Inn and our owners. We want all of you to understand that this decision did not come easy . Emotions were running high. It has not happened overnight and negotiations have taken months and back-and-forth discussions.

The Inn and the Villas condominiums are experiencing continued attrition in the number of paying timeshare estate owners. The Inn several years ago, had more than 500 active timeshare week owners, that number has dwindled to approximately 200 paying week owners out of a potential of approximately 2,500 weeks. Similarly, the number of timeshare estate owners at the Villas has decreased from a high of 70 to something more like 25. As costs increase and the number of paying timeshare estate owners dwindles it makes balancing the books difficult and some months impossible. This situation has led to significant financial distress and insolvency. In addition, outstanding tax liens and other expenses must be addressed immediately to prevent foreclosure and ensure continued property operations and sadly, we are without the funds to address this situation. We have been relying on rentals, RCI, TLC, II and other on-line companies to give us the additional income that we require to make ends meet. Our additional income has taken a severe hit losing TLC. The on-line bookings are sporadic and we never know what rentals we will receive.

It has gotten to the point where Evergreen is no longer able to be economically sustainable. It is only through the heroic efforts of the current management and the volunteer labor of a few dedicated timeshare owners, that the Inn and the Villas have been able to survive this long.

We have been approached by a company named Lemonjuice Solutions. Lemonjuice is a reputable company that has developed a niche business model partnering with failing timeshare estate condominium projects and repurposing them as condominiums or hotels with no timeshare estates. I have called and checked references for multiple past Lemonjuice projects. Additionally, I have talked to the resorts and board members that have been involved in their Resorts Reimagined™ program. Of the six that I have spoken to, all the feedback was positive and the part that was most impressive was that they looked after the owners with considerate effort and care and all were satisfied with their work.

Under the Lemonjuice agreement, Lemonjuice will enter into a three-year management partnership with EVTOA and advance funds to EVTOA to allow it to continue operating on a short-term basis. To demonstrate their partnership, Lemonjuice has already granted \$15,000 to Evergreen to pay immediate debts and committed another \$260,000 over the next three months.

We will also continue renting our units and accommodating our timeshare owners. During this interim period, Lemonjuice will make a tender offer to buy out those existing timeshare estate owners who want to sell. For owners who do not wish to sell, and do not accept the tender offer will continue to use their timeshare estates during the repositioning period.

The total timing of the repositioning can vary, as several intricate steps need to be taken, including researching, examining, and clearing titles to deliver title insurance.

Upon reimagination completion, any proceeds that remain after all debts are satisfied are intended to be evenly distributed among all remaining owners. While we are unable to predict the amount of this distribution per owner, Lemonjuice is committed to maximizing the property value.

At this point we do not know what will happen to the Inn or Timeshare as the first part will be to sell the five Timeshare condos and give EVTOA some major income. In order to reach this milestone, several critical activities need to take place that require owner involvement. In order to allow this work to begin, a Special Owner's Meeting is being held for ratification of the agreement. Once this occurs, as Lemonjuice quotes they put "Humpy Dumpy back together again".

After this happens Lemonjuice will partner with the Board to determine the best direction for EVTOA . During this process, transparency is key and owners will = be updated through a variety of communication channels including website, Zoom townhalls, emails and regular US Mail correspondence. Marg will be staying on and involved to help run the Inn and work with Lemonjuice. All our staff will remain in place and they will actually receive benefits which is a very positive thing for our team.

EVTOA board of Directors have reviewed our current financial situation and feel we don't want to end Evergreen's life going down a bankruptcy path as this would close the Inn. Owners could potentially receive nothing due to cost associated with bankruptcies, including court costs and attorney fees. In addition, all owners would lose access to EVTOA With the Lemonjuice offer, we still can enjoy another several years and the owners would get some return back for their week(s) and dedication.

The board of Directors have approved an agreement with Lemonjuice Solutions with the understanding that the owners must ratify this agreement. You do have a choice and you do have options. Naturally, we are hoping you will hang in with us until we see what happens. Lemonjuice Solutions is going to invest money into the Inn and it will be impressive to see what they can do and how they change the Inn. At the end of the journey the owners will be compensated. Which if we go bankrupt, we would get nothing!

We are planning a live meeting at Evergreen Valley (notices coming this week) and we would like to see as many owners as possible to speak with us, Lemon Juice representatives will also be in attendance. It will be a great opportunity to be involved and help answer most of your questions that are unanswerable at this stage. If you cannot

attend, please return your proxy to Judy Nevells. Your help and input are very important to us.

Your Participation Matters

A Special Owner's meeting has been scheduled for **Saturday, March 1, at 12pm EST** and your engagement is critical in shaping the future of Evergreen Valley Inn. Enclosed is a ballot with two actions for your consideration:

1. Do you ratify the February 7, 2025, Management and Repositioning Services Agreement between Evergreen Valley Timeshare Owners Association and Lemonjuice Solutions?
2. Do you authorize the Association President and appointed Board members to take necessary actions and sign documents needed to carry out the agreement?

We realize that most of our owners have wonderful memories with their families and friends at Evergreen, we want you to maintain those memories and keep them alive as we venture down this new road. We know that change is not easy, but without change, Evergreen may not survive. We have to stay positive.

Every time the Inn hits a bad spot she survives. Evergreen wants to live. Let's support her and work with Lemon Juice.

If you have any questions please feel free to call Marg at 905 506-0536 or email her at margcrown47@gmail.com also I'm usually answering the phone at Evergreen wherever I am.

Thank You for your continued loyalty,



Robert O'Shea
President



Marg Crown
Vice-President

NOTICE OF SPECIAL MEETING

EVERGREEN VALLEY TIMESHARE OWNERS ASSOCIATION

82 Mountain Road, Stoneham, Maine 04231

NOTICE IS HEREBY GIVEN, in accordance with **Article 2, Section 2.2(b) of the Bylaws** and **33 M.R.S. §1602-117(e)**, that a Special Meeting of the Evergreen Valley Timeshare Owners Association (“**Association**”) will be held on March 1, 2025, at 12:00 PM EST at the Evergreen Valley Inn, 82 Mountain Road, Stoneham, Maine 04231.

The purpose of this meeting is to consider and vote upon the following propositions pursuant to the authority of **33 M.R.S. §1603-102** and the Association’s Bylaws:

Ratification of Agreement. Owners will be asked to ratify the **Management & Repositioning Services Agreement (“MRS Agreement”)** dated February 7, 2025, between the Association and Lemonjuice, consistent with **Bylaws Article 2, Section 2.2(e)** and **33 M.R.S. §1603-102(2600a)(1)**.

Authorization to Implement Agreement. Owners will be asked to authorize the Association’s President and such Board appointees as necessary to sign documents and take all actions required under the MRS Agreement, in accordance with **Bylaws Article 2, Section 2.2(e)** and **33 M.R.S. §1603-102(a)(4)**.

A quorum of at least ten percent (10%) of the total ownership, present in person or by proxy, is required under **33 M.R.S. §1602-117(e)** and **Bylaws Article 2, Section 2.2(d)**. A majority vote of those responding (in person or by proxy) is required for approval.

If you cannot attend in person, you may appoint a proxy in writing as permitted by **Bylaws Article 2, Section 2.2(f)** (proxy voting) and **13-B M.R.S. §606**. Please complete and return the enclosed Proxy & Ballot by March 1, 2025. Any owner who attends may revoke a previously submitted proxy and vote in person.

For more information, please contact Marg Crown at (905) 506-0536 or margcrown47@gmail.com. We appreciate your prompt attention to this important business of the Association.

AGENDA

- 1) Call to Order
- 2) Proof of Notice
- 3) Certification of Proxies & Verification of Quorum
- 4) Overview of the Proposed Management & Repositioning Services Agreement
- 5) Questions & Discussion
- 6) Vote on Ratification of the Agreement and Authorization of the Board
- 7) Announcement of Voting Results
- 8) Adjourn

PROXY & BALLOT

EVERGREEN VALLEY TIMESHARE OWNERS ASSOCIATION

82 Mountain Road, Stoneham, Maine 04231

NOW ALL PERSONS BY THESE PRESENTS: In accordance with **Bylaws Article 2, Section 2.2(f)** and **13-B M.R.S. §606**, the undersigned owner(s) of the timeshare estate(s) identified below hereby appoint(s)

as lawful attorney, agent, and proxy of the undersigned, with full powers of substitution, to attend and represent the undersigned at the Special Meeting on **March 1, 2025, at 12:00 PM EST, at Evergreen Valley Inn in Stoneham, Maine**, and at any adjournment thereof (the **"Meeting"**). This proxy includes authority to vote on all matters properly coming before the Meeting, including the Propositions described in the Notice of Special Meeting.

This proxy is valid only for the designated meeting and any adjourned session of that meeting. The undersigned may revoke this proxy by written notice at any time before it is exercised.

TIMESHARE ESTATE/UNIT(S): _____

Sign: _____

Print: _____

Sign: _____

Print: _____

You may submit your proxy and ballot two ways via U.S. Mail or Email in the following manner:

Mail: Evergreen VTOA 82 Mountain Road Stoneham, Maine, 04231

Or Email: Vote@resortwiz.com

In addition, all owners may express their vote the day of the meeting.



**Evergreen Valley Timeshare Owners
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82 Mountain Road. Stoneham. Maine 04231

If you wish to cast your vote in writing rather than allowing your proxy holder to decide, please mark your ballot choices below. If you do not mark them, your proxy holder may vote on your behalf at the meeting.

BALLOT

INSTRUCTIONS: To vote on the propositions below, mark the appropriate box below with an "X" to indicate your vote of "**YES**" or "**NO**".

Pursuant to **Bylaws Article 2, Section 2.2(e)** and **33 M.R.S. §1603-102**, do you ratify the **Management & Repositioning Services Agreement**?

☐

YES

☐

NO

Pursuant to **Bylaws Article 2, Section 2.2(e)** and **33 M.R.S. §1603-102(a)(4)**, do you authorize the President and Board appointees to execute and carry out the Agreement?

☐

YES

☐

NO