

L05000111304

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

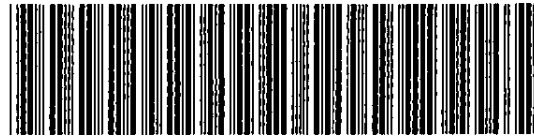
(Business Entity Name)

(Document Number)

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

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Office Use Only



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06/15/11--01026--001 \*\*25.00

J. SAULSBERRY  
EXAMINER

JUN 17 2011

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2011 JUN 15 AM 8:05

FILED

\$ 25.00

NOA

✓ 2370

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** The Covey, LLC  
(Name of Limited Liability Company)

*also Enclosed* The enclosed member, managing member or manager resignation and fee(s) are submitted for filing. 1) withdrawal of member / mutual Release / Hold Harmless agreement 2) Termination of continuing and uncond. Guaranty 7/1/10

Please return all correspondence concerning this matter to:

DIANA TOMLINSON (Giorge)  
(Contact Person)

\_\_\_\_\_  
(Firm/Company)

3601 Cottage Club Lane  
(Address)

NAPLES FL. 34105  
(City/State and Zip Code)

For further information concerning this matter, please call:

DIANA Tomlinson-Giorge (239) 263-6682  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed please find a check made payable to the Florida Department of State for:

☒ \$25 Filing Fee

☒ \$55 Filing Fee &  
Certified Copy

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

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TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

**RESIGNATION OF MEMBER, MANAGING MEMBER OR MANAGER  
FROM FLORIDA OR FOREIGN LIMITED LIABILITY COMPANY**

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: The Covey, LLC

2. This limited liability company was organized under the laws of:  
Florida

3. The Florida document/registration number of this limited liability company is:  
LO5000111304

4. I, DIANA TOMLINSON, hereby resign as a member  
(Print Name of Person Resigning) AKA GEORGE (Print Title)  
MGRM

of this limited liability company and affirm the limited liability company has been notified of my resignation in writing.

Diana Tomlinson (George)  
Signature of Resigning Member, Managing Member or Manager

✓ Filing Fee: \$25.00 (Required)  
✓ Certified Copy: \$30.00 (Optional)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I HEREBY CERTIFY THAT THIS  
IS A TRUE AND EXACT COPY  
OF THE ORIGINAL DOCUMENT  
BY: Colleen M. [Signature]

**TERMINATION OF CONTINUING AND UNCONDITIONAL GUARANTY**

This Termination of Continuing and Unconditional Guaranty from  
Diana Giorge-Tomlinson is made this 15<sup>th</sup> day of JULY, 2010, by  
EverBank, a federal savings bank.

WHEREAS, EverBank, a federal savings bank, is the owner and  
holder of that certain Promissory Note in the original principal amount of  
One Hundred Eighty-Eight Thousand Eight Hundred and No/100 Dollars  
(\$188,800.00) dated November 18, 2005 ("Original Note") given by The  
Covey, LLC, a Florida Limited Liability Company ("Borrower") to which  
Original Note is amended by that certain Loan Modification Agreement  
dated May 1, 2009 ("Loan Modification Agreement"), to Bank.

WHEREAS, the Original Note is secured by that certain Mortgage  
dated November 18, 2005 given by Borrower to EverBank, a federal  
savings bank, and recorded in Instrument number 3741320, OR Book 3938,  
Page 1298-1309 of the Public Records of Collier County, Florida (the  
"Mortgage"); and Loan Modification Agreement dated May 1, 2009 by  
Borrower to EverBank, a federal savings bank and recorded in Instrument  
#4317691 OR Book 4470, Page 2514-2516, of the public records of Collier  
County, Florida.

WHEREAS, as additional security for the Original Note, Diana Giorge-  
Tomlinson delivered to EverBank, a federal savings bank, a Continuing  
and Unconditional Guaranty dated November 18, 2005 ("Diana Giorge-  
Tomlinson").

WHEREAS, EverBank, a federal savings bank, and the remaining  
Guarantors Janet Burnside, Randy Sonntag, Cindy Sonntag, Steve  
Trapasso, Amy Trapasso, Michael Trapasso and Jill Trapasso have agreed  
to the termination of the Guaranty as evidenced and accepted by their  
signature(s) in those certain Mutual Release and Hold Harmless  
Agreements.

WHEREAS, the remaining Guarantors and their respective  
guarantees of the Original and Renewal Notes shall remain in full force.

NOW, THEREFORE, for Ten and 00/100 Dollars (\$10.00) and other  
good and valuable consideration, the adequacy and receipt of which is  
hereby acknowledged, the parties hereto, intending to be legally bound,  
do hereby agree as follows:

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**WITHDRAWAL OF MEMBER,**  
**MUTUAL RELEASE AND HOLD HARMLESS AGREEMENT**

The undersigned (the "Members") being a member or members of THE COVEY LLC, a Florida limited liability company, hereby consent and agree as follows:

1. Diana Giorge, a/k/a Diana Tomlinson ("Giorge") shall withdraw as a member of THE COVEY LLC, and shall transfer her 20% ownership interest equally to each of the remaining four members, with each member receiving 5% of the total membership interests.

2. In conjunction with her withdrawal, Giorge will pay \$10,000 to Bank of Florida as a principal reduction of the loan owed to Bank of Florida by THE COVEY LLC.

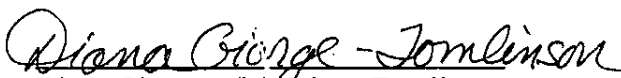
3. The undersigned Members agree that upon said payment, Giorge may be released by Bank of Florida from her personal Guaranty on THE COVEY LLC loan with Bank of Florida, and the undersigned Members hereby authorize and instruct Bank of Florida to release Giorge from her personal guaranty upon such payment.

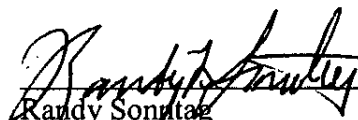
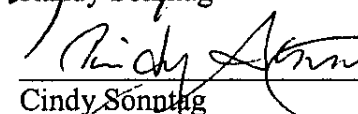
4. Conditioned upon completion of the transaction described herein, Giorge on the one hand and the undersigned Members, on the other hand, agree to mutually release one another from all claims or obligations of any nature whatsoever which either may have against the other, arising from THE COVEY LLC, the purchase of real property by THE COVEY LLC, or from any other cause or source whatsoever, from the beginning of time up to and including the date when this transaction is completed.

5. Giorge is hereby released from all responsibilities or liabilities of any nature under the operating agreement of THE COVEY LLC or as a member of THE COVEY LLC, both now and for all future times. The undersigned Members agree that Giorge will have no further financial responsibility whatsoever to THE COVEY LLC, or to any of the remaining members of THE COVEY LLC, and that all liabilities of the LLC will be totally assumed by the remaining members, including but not limited to the Promissory Note and Mortgage on the property. The undersigned Members agree to indemnify Giorge and hold her harmless from all claims or liabilities of any nature whatsoever with respect to THE COVEY LLC or the real property owned by THE COVEY LLC, including but not limited to the Promissory Note and Mortgage on the property.

6. The agreements stated above shall be effective only upon execution of a counterpart of this document by all members, the payment by Giorge to Bank of Florida, and delivery to all remaining members of a copy of this Agreement signed by Giorge and of an assignment of her LLC interest to the other members.

Dated: 5/18, 2010

  
Diana Giorge, a/k/a Diana Tomlinson

  
Randy Sonntag  
  
Cindy Sonntag

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2011 JUN 15 AM 8:05  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**WITHDRAWAL OF MEMBER,**  
**MUTUAL RELEASE AND HOLD HARMLESS AGREEMENT**

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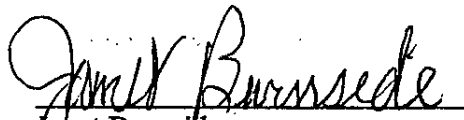
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Dated: 5/22, 2010

  
Diana Giorge, a/k/a Diana Tomlinson

  
Janet Burnside

FILED  
2011 JUN 15 AM 9:05  
CLERK OF DISTRICT COURT  
FLORIDA  
TALLAHASSEE

**WITHDRAWAL OF MEMBER,**  
**MUTUAL RELEASE AND HOLD HARMLESS AGREEMENT**

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Dated: 6/3, 2010

Diana Giorge - Tomlinson  
Diana Giorge, a/k/a Diana Tomlinson

Steve Trapasso  
Steve Trapasso

Amy Trapasso  
Amy Trapasso

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TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

**WITHDRAWAL OF MEMBER,**  
**MUTUAL RELEASE AND HOLD HARMLESS AGREEMENT**

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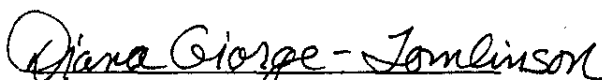
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Dated: June 1, 2010

  
Diana Giorge, a/k/a Diana Tomlinson

  
Michael Trapasso

  
Jill Trapasso

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



1. The above recitals are true and correct and incorporated herein by reference.
2. EverBank, a federal savings bank, hereby terminates Diana Gorge-Tomlinson's above-referenced continuing and unconditional Guaranty effective as of the date hereof, and releases her from all further liability under the original Note, Mortgage and Loan Modification Agreement described above.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and date as first above written.

**WITNESSES:**

[Signature]  
Witness #1  
Lynne Graczyk  
(Type or Print Name)

Colleen McCabe  
Witness #2  
Colleen McCabe  
(Type or Print Name)

**ACCEPTED:**

EverBank, a federal savings bank

By: [Signature]  
Charles Tipton  
Its: Vice President

**Guarantor Released:**

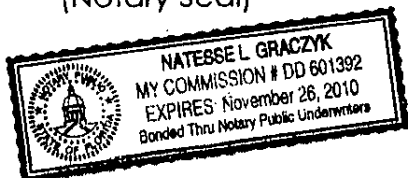
Diana Gorge Tomlinson  
Diana Gorge-Tomlinson

**STATE OF FLORIDA  
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this July day of July, 2010 by Charles Tipton as Vice President of EverBank, a federal savings bank. He is personally known to me.

[Signature]  
Notary Signature

(Notary Seal)



Natesse L Graczyk  
Print Name

Serial Number/Commission Expires

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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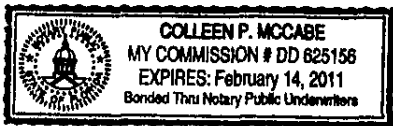
STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 2nd  
day of July, 2010 by Diana George-Tomlinson. She is personally  
known to me or has produced FL DL as identification.

Colleen P. McCabe

Notary Signature  
Colleen P. McCabe

(Notary Seal)



Print Name

Serial Number/Commission Expires

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2011 JUN 15 AM 8:05  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA