

L21000172690

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

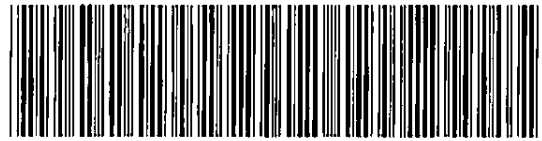
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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: THE COLLECTIVE SEBRING, LLC.
Name of Limited Liability Company
L21000172690

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

DON DAVIES
Name of Person

THE COLLECTIVE SEBRING LLC
Firm/Company

P.O. Box 948
Address

LAKE PLACID, FL 33862
City/State and Zip Code

DON@SUGARSANDDISTILLERY.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

DON DAVIES at (863) 873-4725
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- ☒ \$25.00 Filing Fee ☒ \$30.00 Filing Fee & Certificate of Status ☐ \$55.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address:

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

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

THE COLLECTIVE SEBRING LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on APRIL 14, 2021 and assigned Florida document number 221000172690

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

NA

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, Florida _____

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

NA

If Changing Registered Agent, Signature of New Registered Agent

MGR = Manager
AMBR = Authorized Member

AMBR = Authorized Member

Type of Action

LAKE PLACID, F 33852 ☒ Remove

☐ Change

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

SEE ATTACHED

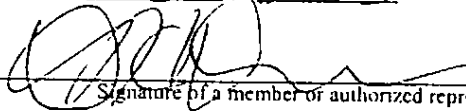
E. Effective date, if other than the date of filing: JUNE 26, 2023 (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated DECEMBER 25, 2023



Signature of a member or authorized representative of a member

DANIEL H. DAVIES

Typed or printed name of signee

RESOLUTION 06262023

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

THE COLLECTIVE SEBRING, LLC

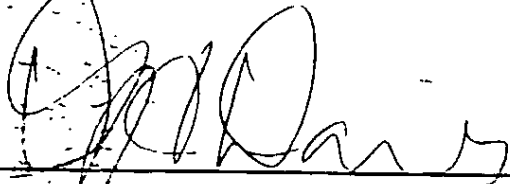
Assignment of Ownership Interest

Pursuant to a review of the request of the member Anthony Michael Castronovo to be removed as a member assign his ownership to Donell H. Davies as directed by the Settlement Agreement by the Chief Executive Manager Don Davies and the is hereby removed as a member effective today as defined by ACTICLE 4 and EXHIBIT 1.

Signed and agreed this 26th day of June 2023.

Donell H. Davies

Printed Name

A handwritten signature in black ink, appearing to read "Donell H. Davies", is written over a horizontal line.

Signature

Chief Executive Manager

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EXHIBIT 3
MEMBERSHIP LISTING BY PERCENT OWNERSHIP
THE COLLECTIVE SEBRING LLC

The description for each individual Member and Percent Owned as follows as of
this day June 26, 2023.

Donell H Davies	100.00%
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

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RESOLUTION 06122023
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
THE COLLECTIVE SEBRING, LLC
REMOVAL OF A MANAGER

Pursuant to a review of the request of the manager/member Anthony Michael Castronovo to be removed as a manager by the Chief Executive Manager Don Davies and the is hereby removed as a manager effective today as defined by ACTICLE 4 and EXHIBIT 1.

Signed and agreed this 26TH day of June, 2023.

Donell H. Davies

Printed Name



Signature

Chief Executive Manager

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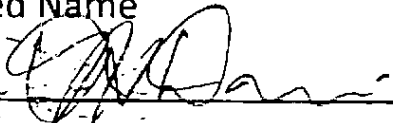
EXHIBIT 1

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR
THE COLLECTIVE SEBRING LLC
UPDATED LISTING OF MANAGER**

The following Manager will continue to operate the Company pursuant to ARTICLE 4 of the Agreement.

Donell H. Davies

Printed Name

 signed


Chief Executive Manager

Address: P.O. Box 3121

Lake Placid, Fl. 33862

The above listed Manager will serve in his capacities until he is removed for any reason by a majority vote of the Managers as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and agreed this 26th day of June 2023.

 signed

Donell H. Davies Manager

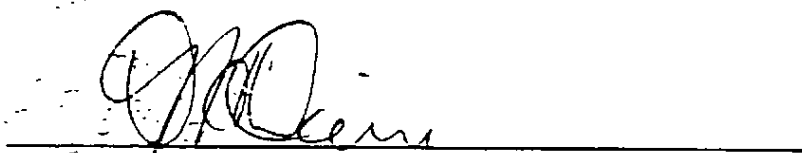
RESOLUTION 06262023
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
THE COLLECTIVE SEBRING, LLC
Assignment of Ownership Interest

Pursuant to a review of the request of the member Anthony Michael Castronovo to be removed as a member and assigns his ownership to Donell H. Davies as directed by the Settlement Agreement by the Chief Executive Manager Don Davies and the is hereby removed as a member effective today as defined by ACTICLE 4 and EXHIBIT 1.

Signed and agreed this 26th day of June 2023.

Donell H. Davies

Printed Name

A handwritten signature in black ink, appearing to read 'Donell H. Davies', is written over a horizontal line.

Signature

Chief Executive Manager

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SETTLEMENT AGREEMENT BETWEEN
THE COLLECTIVE SEBRING, LLC, DONELL H. DAVIES AND ANTHONY
MICHAEL CASTRONOVO

This Settlement Agreement (the "Agreement") is entered into by and among The Collective Sebring, LLC ("The Collective"), Donell H. Davies ("Davies") and Anthony Michael Castronovo, (all parties collectively "the Parties").

RECITALS

WHEREAS, Davies and Castronovo are both members of The Collective.

WHEREAS, Castronovo wishes to sell and Davies wishes to purchase Castronovo's membership interest in The Collective.

NOW, THEREFORE, in consideration of the mutual promises, undertakings, agreements, and releases contained herein, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Confirmation of Recitals.** The foregoing recitals are true and correct to the best of the Parties' knowledge, information, and belief, and are incorporated as though more fully set forth herein.

2. **Settlement Terms.**

2.01 On ~~Monday~~, June ~~26~~ 2023, Davies shall cause to be paid to Castronovo, the sum of \$130,000 by check, money order or wire transfer ("the Payment").

2.02 On ~~Monday~~, June ~~26~~ 2023, simultaneously with accepting the Payment, Castronovo shall sign a release of all interests in The Collective, the form of which is attached to this Agreement as *Exhibit A* ("the Release").

2.03 After the Payment is exchanged for the Release, Castronovo shall no longer have any ownership interest in The Collective and shall not take any action on behalf of

The Collective. Further, Castronovo will not represent to any party that he is involved with The Collective.

- 2.04 The Parties agree that Castronovo will not – orally or in writing, directly or indirectly –disparage Davies or The Collective.
- 2.05 Castronovo agrees to execute any other documents that are reasonably necessary to effectuate the purposes of this Agreement.
- 2.06 The Collective consents to this transaction as reflected in its signature as a party to this Agreement.
- 2.07 Each party to this Agreement shall otherwise bear all of their own attorney's fees and costs.
- 2.08 Any party who prevails in any proceeding to enforce the terms of this Agreement shall be entitled to recover from the other party or parties all attorney's fees and costs incurred in those enforcement efforts, including all fees and costs incurred in determining the entitlement to fees and costs and the reasonableness of those fees and costs.

3. **Entire Agreement.** This Agreement constitutes the entire agreement between and among the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, discussions, representations, and statements. No representations and/or agreements, whether written, expressed, or implied shall be binding upon the Parties with respect to the subject matter of this Agreement.

4. **Waiver and Modification.** No waiver or modifications of the terms hereof shall be valid unless in writing, signed by the Party or Parties to be charged, and only to the extent therein set forth. No covenant, representation, or condition not expressed in this Agreement shall

be offset or be effective to interpret, change, or restrict the expressed provisions of this Agreement.

5. **Validity.** The invalidity, in whole or in part, of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase, word, or any provision of this Agreement shall not affect the validity of the remaining portions thereof.

6. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

7. **Full Authority and Agreement Entered Voluntarily.** Each of the Parties has reviewed this Agreement and agrees and acknowledges that the Agreement is voluntarily entered into without duress and that each of the parties, either directly or through its agent, has full authority to enter into this Agreement and carry out its terms.

8. **Rules of Construction.** For purposes of any construction of the intent of this Agreement, the Parties intend that no party be deemed or characterized as the drafter and that the construction occur without regard to any canons of construction concerning the drafter.

9. **Counterparts.** The Parties may execute this Agreement in several counterparts, each of which shall be deemed an original. All counterparts shall constitute one agreement binding on all the Parties, regardless of whether all the Parties are signatories to the same counterpart, but this Agreement is without effect until each of the Parties has executed a counterpart and delivered it to the other party.

10. **Headings Description Only.** Each of the foregoing numbered headings is for descriptive purposes only, and shall have no independent force or effect.

The undersigned have entered into this Agreement with the intent to be bound hereby.


DONELL H. DAVIES

DATE:

JUNE 23, 2023


THE COLLECTIVE SEBRING, LLC
By its Authorized Agent

DATE:

JUN 23, 2023


ANTHONY MICHAEL CASTRONOVO

DATE:

6-26-2023

ANTHONY MICHAEL CASTRONOVO's RELEASE OF OWNERSHIP INTEREST
AND
GENERAL INTEREST IN THE COLLECTIVE SEBRING, LLC

I, Anthony Michael Castronovo as a member/manager of The Collective Sebring LLC in consideration of the sum of \$130,000 ("the Payment Amount") and other consideration from , The Collective Sebring LLC, the receipt of which is hereby acknowledged, hereby tender to The Collective Sebring, LLC any right or interest to which I was or may have been entitled in The Collective Sebring, LLC, including but not limited to: any membership interest, membership certificates, financial compensation, right to future compensation, right of first refusal or right to records inspections.

In further consideration of the Payment Amount, I hereby unconditionally and fully release The Collective Sebring, LLC, its owners, members, vendors, employees, agents, assigns, affiliates, attorneys, and accountants, and Donell H. Davies, of any and all claims, wages, compensation, expenses, reimbursements, or interest, in law or in equity, known or unknown, from the beginning of time to the date of this release, without limitation.

I sign this release having consulted with counsel or having had the right to consult with counsel and I am executing this document of my own free will, fully informed and without coercion.

Anthony Michael Castronovo hereby sets his hand and seal this 26th day of June 2023.

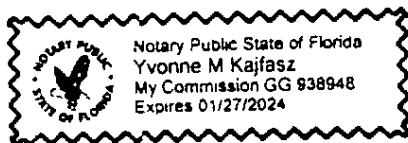


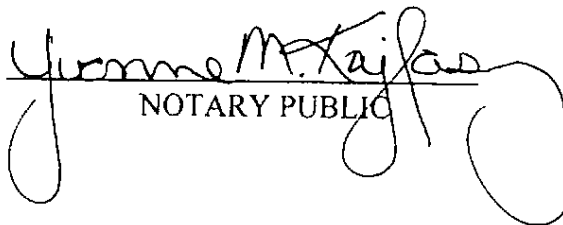
ANTHONY MICHAEL CASTRONOVO

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me this 26th day of June 2023 by Anthony Michael Castronovo who produced FLDL as identification.

My Commission Expires





NOTARY PUBLIC