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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ WAIT

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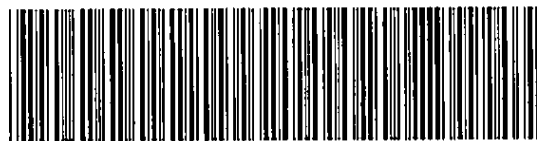
(Business Entity Name)

(Document Number)

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FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Cultivate All, LLC

Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Stephen Garguilo

Name of Person

Cultivate All, LLC

Firm/Company

6300 N Wickham Rd., Suite 130 #685

Address

Melbourne, FL 32940

City/State and Zip Code

steve@cultivateall.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Christopher St. Germain 401 485 0022

Name of Person at () Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> \$25.00 Filing Fee | <input checked="" type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$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

If Changing Registered Agent, Signature of New Registered Agent

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Please add these Clauses to our Articles of Operation under Article V (Other Provisions)

The clauses are in the attached sheet.


E. Effective date, if other than the date of filing: _____ **(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 April 5 , 2023


Signature of a member or authorized representative of a member

Stephen Garguilo

Typed or printed name of signee

Clause I. Purpose Clause.

The purpose of the Company shall include creating a material positive impact on society and the environment, taken as a whole, from the business and operations of the Company.

Clause II. Directors Clause.

a) In discharging the duties of their positions and in considering the best interests of the Company, a managing member shall consider the effects of any action or inaction on:

- i) the members of the Company;
- ii) the employees and work force of the Company, its subsidiaries, and its suppliers;
- iii) the interests of its customers as beneficiaries of the purpose of the Company to have a material positive impact on society and the environment;
- iv) community and societal factors, including those of each community in which offices or facilities of the Company, its subsidiaries, or its suppliers are located;
- v) the local and global environment;
- vi) the short-term and long-term interests of the Company, including benefits that may accrue to the Company from its long-term plans and the possibility that these interests may be best served by the continued independence of the Company; and
- vii) the ability of the Company to create a material positive impact on society and the environment, taken as a whole.

b) In discharging the duties of a [REDACTED] (managing member), and in determining what is in the best interests of the Company and its members, a managing member shall not be required to regard any interest, or the interests of any particular group affected by an action or inaction, including the members, as a dominant or controlling interest or factor. A managing member shall not be personally liable for monetary damages for: (i) any action or inaction in the course of performing the duties of a managing member under this paragraph if the managing member was not interested with respect to the action or inaction; or (ii) failure of the Company to create a material positive impact on society and the environment, taken as a whole.

c) A managing member does not have a duty to any person other than a member in its capacity as a member with respect to the purpose of the Company or the obligations set forth in this Article, and nothing in this Article express or implied, is intended to create or shall create or grant any right in or for any person other than a member or any cause of action by or for any person other than a member or the Company.

d) Notwithstanding anything set forth herein, a managing member is entitled to rely on the provisions regarding "best interests" set forth above in enforcing the rights of a managing member hereunder and under state law, and such reliance shall not, absent another breach, be construed as a breach of a managing member's duty of care, even in the context of a Change in Control Transaction where, as a result of weighing the interests set forth in subsection (a)(i)-(vii) above, a managing member determines to accept an offer, between two competing offers, with a lower price per unit.

e) A managing member who makes a business judgment in good faith fulfills the duty under this section if the managing member: (i) is not interested in the subject of the business judgment; (ii) is informed with respect to the subject of the business judgment to the extent the director reasonably believes to be appropriate under the circumstances; and (iii) rationally believes that the business judgment is in the best interests of the Company.