

L24000132830

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

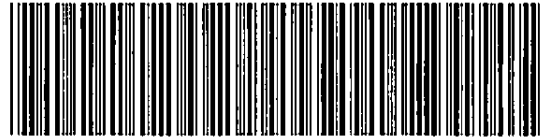
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600431312796

06/13/24--01026--015 **55.00

FILED
2024 JUN 13 PM 12:34
CLERK OF COURT
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Barcelona Beach Condo 800

(Name of Limited Liability Company)

The enclosed member, resignation or dissociation and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

CLAY E HARTLEY

(Contact Person)

CLAY E HARTLEY RANCH, LLC

(Firm/Company)

5609 W ORLANDO CIR

(Address)

BROKEN ARROW, OK 74011-1158

(City/State and Zip Code)

For further information concerning this matter, please call:

CLAY E. HARTLEY

(Name of Contact Person)

918 6332580
at ()

(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

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



FILED

2024 JUN 13 PM 12:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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

(Pursuant to 605.0216, Florida Statutes)

1. The name of the limited liability company as it appears on the records of the Florida Department of State is: BARCELONA BEACH CONDO 800 LLC

2. The Florida document/registration number assigned to this limited liability company is:
L24000132830

3. The date this member/manager withdrew/resigned or will withdraw/resign is: 05/22/2024

4. I, MICHAEL ELORANTO, hereby withdraw/resign as a
(Print Name of Person Resigning)

MANAGER

(Print Title)

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

SEE ADDENDUM A (ATTACHED)

Signature of Dissociating Member or Resigning Manager

Filing Fee: \$25.00 (Required)

Certified Copy: \$30.00 (Optional)

ASSIGNMENT AND TRANSFER OF LIMITED LIABILITY COMPANY INTEREST

This Assignment and Transfer of Limited Liability Company Interest ("Assignment") is made and entered into this **May 22, 2024**, by and between **FLEATCO Holdings, LLC**, a Florida limited liability company ("Assignor") and **Clay E. Hartley Ranch, LLC**, an Oklahoma limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the sole member of Barcelona Beach 800 LLC, a Florida limited liability company (the "Company"). Assignor owns and holds all of the membership interests of the Company as described in the Operating Agreement of the Company (all of such membership interests in the Company being herein defined as the "Subject Membership Interests");

WHEREAS, Assignor desires to sell, convey, transfer and assign all of its Subject Membership Interests in and to the Company to Assignee, and Assignee desires to accept such conveyance, assignment and transfer;

WHEREAS, Assignor and Assignee have entered into a certain Agreement of Sale of even date herewith (the "Agreement of Sale") to set forth the terms of sale by Assignor, and purchase by Assignee, of the Subject Membership Interests.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee the Subject Membership Interests in the Company (being all of the outstanding Membership Interests of the Company), together with all of Assignor's right, title and interest in and to (i) the Company, (ii) all profits, losses, surplus and distributions arising out of or attributable to said Subject Membership Interests in the Company, and (iii) all of the properties and assets of the Company, and all other rights, claims, agreements or other matters pertaining thereto (the Subject Membership Interests together with all of the above described rights, title, and interest herein assigned and transferred being herein collectively referred to as the "Transferred Interest"). TO HAVE AND TO HOLD said Transferred Interest, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging, unto the said Assignee, his heirs, successors and assigns, forever; and Assignor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said Transferred Interest unto the said Assignee, his heirs, successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

2. Assignor covenants and warrants that (i) at all times from the date of formation of the Company to the date of this Assignment, Assignor has been the sole owner of the Subject Membership Interests and, (ii) that the Subject Membership Interests have never been previously transferred, hypothecated, pledged or encumbered by the Assignor, (iii) the Transferred Interest herein assigned and transferred is free from all grants, sales, assignments, liens and encumbrances suffered, made or created, except as described in this paragraph, (iv) the sole asset of the Company is the real property described in the attached Exhibit A (the "Real Property"), and (v) the total indebtedness of the Company consists of any loan(s) and associated Promissory Note(s) described in the Agreement of Sale.

3. Assignor acknowledges and agrees that, upon the acceptance hereof by Assignee, Assignor shall have no further right, title or interest in and to, or in any manner arising out of or in connection with, the Company, nor any of its properties, operations or assets, and that Assignor shall no longer be entitled to any share of the profits, losses, surpluses or distributions arising out of or attributable to the Company or its properties, operations or assets. Assignee is acquiring the Subject Membership Interests from Assignor and is not the successor to Assignor.

4. Assignor shall immediately tender his resignation from any positions or offices held in The Company, effective upon the execution of this Assignment, as evidenced in **Addendum A** attached hereto.

5. Assignor covenants and agrees to execute and deliver, upon request by Assignee, such further documents as may be reasonably necessary to evidence the conveyance contemplated hereby.

6. The undersigned parties do hereby stipulate and agree that all requirements of the Operating Agreement of the Company pertaining to this Assignment have been fully complied with in connection with this Assignment and to the extent, if any, that such requirements have not been complied with, do hereby waive such non-compliance.

7. This Assignment may be executed in any number of counterpart copies, each of which counterparts shall be deemed an original for all purposes.

IN WITNESS WHEREOF, this Assignment is executed and delivered to be effective as of the date first set forth above.

ASSIGNOR

Michael Eloranto

FLEATCO Holdings, LLC
a Florida limited liability company

By: Michael Eloranto, Manager

ASSIGNEE

DocuSigned by
Clay E. Hartley

Clay E. Hartley Ranch, LLC
an Oklahoma limited liability company

By: Clay E. Hartley, Manager

Addendum A

Resignation of Sole Member of Barcelona Beach 800 LLC

May 22, 2024

To Whom It May Concern:

Pursuant to that certain *Agreement of Sale of Limited Liability Company Interest* and that certain *Assignment and Transfer of Limited Liability Company Interest* agreements of even date herewith, by and between FLEATCO Holdings, LLC as Seller/Assignor and Clay E. Hartley Ranch, LLC as Buyer/Assignee, the undersigned through and on behalf of its authorized members and officers hereby tenders its resignation from all positions and offices held in **Barcelona Beach 800 LLC**, a Florida limited liability company (the "Company"), including any positions as an officer or manager of the Company, effective as of the date set forth above, acceptance of which may be evidenced by the Company's execution below or by separate resolution.

Furthermore, any individual officers of FLEATCO Holdings, LLC, who have been identified as Managers of the Company pursuant to its formation and organization documents, filed with the State of Florida or otherwise, are hereby resigned from such offices within the Company pursuant to the authority of the resigning sole member and its officers, and evidenced by the signature below.

Michael Eloranto

FLEATCO Holdings, LLC

a Florida limited liability company

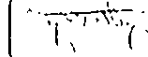
Resigning Sole Member of the Company

By: Michael Eloranto, Manager

This Resignation of Sole Member is hereby accepted:

CLAY E. HARTLEY RANCH, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

DocuSigned by



By: Clay E. Hartley, Manager