

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA

STAYTERRA VACATIONS, LLC
(F/K/A GSP PRIME BUYER, LLC),
PRIME VACATIONS, LLC, and
GSP PRIME HOLDINGS, LLC,

Plaintiffs,

v.

KIRI STEWART, MAGNOLIA COTTAGES LLC;
48 STREET LLC, 9801 GULF DRIVE LLC,
224 CHILSON AVE LLC, 243 S HARBOR DR LLC,
518 SPRING LLC, 2403 AVENUE C LLC,
128 FILLMORE LLC, 2210 AVENUE A LLC,
103 PARK AVE AMI LLC, and 6548 SABAL DR LLC,

Defendants.

Case No.

COMPLAINT

Plaintiffs StayTerra Vacations, LLC (f/k/a GSP Prime Buyer, LLC) (“StayTerra”), Prime Vacations, LLC (“Prime”), and GSP Prime Holdings, LLC (“GSP Prime Holdings” and collectively, “Plaintiffs”), by and through their undersigned attorneys, bring this action against Defendant Kiri Stewart (“Stewart”) and her affiliated company, Magnolia Cottages LLC (“Magnolia Cottages”), as well as 48 Street LLC, 9801 Gulf Drive LLC, 224 Chilson Ave LLC, 243 S Harbor Dr LLC, 518 Spring LLC, 2403 Avenue C LLC, 128 Fillmore LLC, 2210 Avenue A LLC, 103 Park Ave AMI LLC, and 6548 Sabal Dr LLC (collectively, the “Seller-KS Property Companies” and together with Stewart and Magnolia Cottages, “Defendants”) and allege as follows:

PRELIMINARY STATEMENT

1. This action arises from Defendants’ active and ongoing role in facilitating a

deliberate, bad faith scheme to eviscerate the benefit of the bargain that Plaintiffs struck in a series of related agreements dated September 18, 2024 pursuant to which non-party Garnett Station Partners (“GSP”), through Plaintiffs StayTerra and GSP Prime Holdings, paid approximately \$105 million to acquire the outstanding equity interests in Plaintiff Prime and other companies comprising a vacation rental management business.

2. GSP is an investment firm founded in or around 2013 that has grown its assets under management to over \$3.5 billion through a demonstrated track record of investing in founder-owned businesses and executing on roll-ups across a range of industries in the consumer services sector, including fast food, casual dining, health and wellness, collision repair, residential roofing, and funeral homes. In each case, GSP’s investment of capital and resources, including its network and contacts, enabled founder-owned businesses to invest in the technology, data analytics, and human capital necessary to build infrastructure and scale into larger platforms in their respective industries.

3. In or around late 2023, GSP identified a potential opportunity to execute its strategy in the large, growing, and highly fragmented vacation rental management industry. Eventually, in or around January 2024, GSP received an introduction to a prominent real estate developer in Southwest Florida who had founded and built a vacation rental management business comprised of six brands (AMI Locals, Anna Maria Island Accommodations, Anna Maria Vacations, Siesta Key Luxury Property Rentals, Lido Key Vacations, and Tropical Sands Vacations), referred to herein as the “Prime Business.” The Prime Business provided owners of vacation rental homes in Southwest Florida with a full suite of services ranging from the front end—i.e., bookings, pricing, and marketing—to the back end—i.e., cleaning, repairs and maintenance, and tax documentation—and also provided guests with an online booking platform, access to reservation

specialists with local knowledge, and 24/7 guest support and customer service.

4. The Prime Business was initially created to manage the numerous vacation rental properties and hotels that the founders of the Prime Business indirectly owned or controlled through various limited liability companies organized and existing under Florida law, and later expanded through agreements to manage vacation rental properties for other owners and also the acquisition of other companies that owned five additional brands. At the time of GSP's introduction to the founders, the Prime Business managed approximately 1,100 vacation rental properties, including approximately 130 properties that were indirectly owned or controlled by the founders of the Prime Business through the Defendant Seller-KS Property Companies and certain other limited liability companies.

5. For its part, GSP recognized a potential opportunity to execute its proven strategy by professionalizing the Prime Business and then acquiring similar businesses in new markets, such as ski towns, to diversify seasonality and hurricane risk and build a larger, national platform. For their part, the founders and owners of the Prime Business recognized that they needed liquidity for their real estate development business and also that GSP was an ideal partner to assist with scaling the Prime Business into a national player in the vacation rental management industry.

6. On or around September 18, 2024, GSP, through Plaintiff StayTerra, closed on a transaction with the founders and owners of the Prime Business and certain other seller entities to acquire a majority stake in the Prime Business. The deal was structured through an Equity Purchase Agreement ("EPA") pursuant to which Plaintiff StayTerra acquired all of the equity interests in Plaintiff Prime and certain other companies comprising the Prime Business for a purchase price of approximately \$105 million—consisting of approximately \$70 million in cash and approximately \$35 million in rollover equity in GSP Prime Holdings, the ultimate parent

company that owns Plaintiff StayTerra.

7. Pursuant to Section 6.6 of the EPA, each of the founders and owners of the Prime Business agreed that for a period of five years after closing, they would not “directly or indirectly (through an Affiliate or otherwise):”

- a. compete with the Prime Business in any way, including by becoming a consultant, advisor, or representative of any Person that engages in the business of managing vacation rental properties and providing ancillary services in certain specified counties in Southwest Florida (§ 6.6 (a)(i) (the “Non-Competition Covenant”));
- b. solicit, recruit or hire any employee, service provider, or independent contractor of the Prime Business to leave the employ or cease providing services to the Prime Business (or in any way knowingly interfere with the relationship between the Prime Business and any such employee, service provider, or independent contractor) (EPA, § 6.6 (a)(ii) (the “Non-Solicit of Employees Covenant”)); [or]
- c. contact, request, encourage or solicit, or assist any Person in contacting, requesting, encouraging or soliciting, directly or indirectly, any Person that is at such time, or at any time during the one year period ending on the Closing Date, was a supplier of the Prime Business—i.e., a property owner who supplied inventory to the Prime Business—for the purpose of, *inter alia*, inducing or attempting to induce any such customer to refrain from or cease doing business with the StayTerra, Prime, or any of their Affiliates, or otherwise intentionally interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between StayTerra, Prime, or any of their Affiliates and any customer (EPA, § 6.6(a)(iii)(A)-(B) (the “Non-Solicit of Customers and Non-Interference Covenants”)).

8. In addition, each of the founders and owners of the Prime Business entered into a Contribution Agreement with GSP Prime Holdings pursuant to which they each agreed to contribute their respective Personal Goodwill—including their “close business relationships with customers and vendors, trade secrets, knowledge, intellectual property, and intangible assets related to the [Prime] Business”—in exchange for the rollover equity in GSP Prime Holdings valued at \$35 million.

9. Finally, as a condition to the closing of the transaction, the founders and owners of the Prime Business delivered a Master Property Rental and Management Agreement (the “Master

PMA, attached here as Exhibit A,”) and one of the founders and owners also delivered a Management Agreement for the Provision of Administration and Support Services (the “Hotel Agreement”).

10. The founders and owners of the Prime Business entered into the Master PMA “as the owner(s) or legally appointed representative(s) of the Properties,” which is defined to include the entire premises at the addresses in the attached “Schedule of Real Property.” As relevant here, the “Schedule of Real Property” includes the following premises that are directly owned by the Seller-KS Property Companies:

- 101 7th St S, Bradenton Beach, Florida 34217 owned indirectly by the founders of the Prime Business and directly by Defendant 48 Street LLC;
- 227 S Harbor Dr, Homes Beach, Florida 34217 owned indirectly by one of the founders of the Prime Business and directly by Defendant 9801 Gulf Drive LLC;
- 224 Chilson Ave, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 224 Chilson Ave LLC;
- 243 S Harbor Dr, Holmes Beach, Florida 34217 owned indirectly by one of the founders of the Prime Business and directly by Defendant 243 S Harbor Dr LLC;
- 518 Spring Ave, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 518 Spring LLC;
- 2403 Avenue C, Bradenton Beach, Florida 34217 owned indirectly by one of the founders of the Prime Business and directly by Defendant 2403 Avenue C LLC;
- 128 Fillmore Dr, Sarasota, Florida 34236 owned indirectly by one of the founders of the Prime Business and directly by Defendant 128 Fillmore LLC;
- 2210 Avenue A, Bradenton Beach, Florida 34217 owned indirectly by one of the founders of the Prime Business and directly by Defendant 2210 Avenue A LLC;
- 103 Park Ave, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 103 Park Ave AMI LLC.
- 6548 Sabal Dr, Bradenton, Florida, 34205, owned indirectly by one of the founders of the Prime Business and directly by Defendant 6548 Sabal Dr LLC.

The Properties set forth above are collectively referred to herein as the “Seller-KS Properties.”

11. Pursuant to the Master PMA, the founders and owners of the Prime Business, on behalf of themselves as legal representatives of the Seller-KS Property Companies and the Defendant Seller-KS Property Companies as owners of the Seller-KS Properties granted Plaintiff Prime the exclusive right to provide certain services to the Properties, including the Seller-KS Properties, and to collect associated management fees for a minimum period of seven years.

12. Upon information and belief, Defendants Stewart and Magnolia Cottages were at all material times aware of the Master PMA and its terms because their business partner and attorney, Louis Najmy, Esq., represented the founders and owners of the Prime Business and the Defendant Seller-KS Property Companies (and certain other limited liability companies) with respect to the Master PMA, Defendant Stewart owned interests in certain limited liability companies that owned properties subject to the Master PMA at the time of the execution of the Master PMA, one of the founders and owners of the Prime Business is Defendant Stewart’s romantic partner and the father of her children, and Defendant Stewart is the owner and manager of Defendant Magnolia Cottages.

13. Yet, less than thirteen months after pocketing the consideration comprised of approximately \$105 million of cash and rollover equity, the Defendants embarked on a deliberate, bad faith scheme to eviscerate the benefit of the bargain Plaintiffs struck by facilitating purported transfers of the founders’ membership interests in the Defendant Seller-KS Property Companies that own the Seller-KS Properties that are subject to the Master PMA to Defendant Magnolia Cottages, which is ostensibly owned and controlled by Defendant Stewart.

14. In each of the transfer agreements, the founders and owners of the Prime Business falsely represented that they had the full power to transfer their interests in the Seller-KS Property

Companies that owned the Seller-KS Properties subject to the Master PMA without obtaining the consent or approval of any other person, and also that they had not entered into any obligation that would bind the limited liability companies. Likewise, Defendants Stewart and Magnolia Cottages falsely represented that they did not intend to use the services of a third-party management company to manage the vacation rental bookings for the Seller-KS Properties.

15. Upon information and belief, Defendants Stewart and Magnolia Cottages knew that these representations were false at the time of the transfers because they were aware of the Master PMA and also knew and intended that Magnolia Cottages would itself be engaged by the Seller-KS Property Companies to act as a third party management company to manage the vacation rental bookings for the Seller-KS Properties. Moreover, Defendants Stewart and Magnolia Cottages certainly knew that these representations were false by no later than October 7, 2025 when they received a cease and desist letter from Plaintiffs. Yet, they were undeterred by that letter and have continued to actively engage in their scheme.

16. Following the execution of the purported transfer agreements, Defendants have claimed that the Seller-KS Properties owned by the Seller-KS Property Companies are no longer subject to the Master PMA and have purported to terminate the exclusive rights granted to Plaintiff Prime to provide services to those Properties and to collect the associated management fees for a minimum period of seven years. Instead, Defendant Stewart as the purported manager of Defendant Magnolia Cottages and the Defendant Seller-KS Property Companies has caused the Defendant Seller-KS Property Companies to engage Defendant Magnolia Cottages to provide services to the Seller-KS Properties in violation of the express terms of the Master PMA.

17. In addition, Defendants Stewart and Magnolia Cottages have assisted the founders and owners of the Prime Business with a “shadow listing” scheme for other Properties that

indisputably remain subject to the Master PMA and as to which the founders and owners of the Prime Business have never even purported to transfer their interests. Specifically, Defendants Stewart and Magnolia Cottages have listed Properties that are owned or controlled by the founders of the Prime Business and subject to the Master PMA on Airbnb, VRBO, and other booking platforms at prices that are lower than the prices offered by Plaintiff Prime. When guests book the Properties through Defendants Stewart and Magnolia Cottages, the founders and owners of the Prime Business then tell Plaintiff Prime that they are blocking out the dates that have been booked for their own “personal use” despite the fact that the Master PMA does not include any right to block dates and they are actually simply engaging the services of Defendants Stewart and Magnolia Cottages to provide services that Plaintiff Prime has the exclusive right to provide under the express terms of the Master PMA.

18. Defendants Stewart and Magnolia Cottages also have worked in concert with the founders and owners of the Prime Business to facilitate their breaches of the Restrictive Covenants in the EPA and the terms of the Contribution Agreements by engaging the founders and owners of the Prime Business to solicit other third-party owners of vacation rental properties that have agreements with Plaintiff Prime to terminate those agreements and, instead, enter into agreements with Defendant Magnolia Cottages to provide the services to the properties that were previously provided by Plaintiff Prime.

19. This scheme to eviscerate the benefit of the bargain for Plaintiffs by depriving them of their bargained-for rights under the EPA, the Contribution Agreement, and the Master PMA has been acknowledged and confirmed by Defendant Stewart. Indeed, in or around August 2025, Plaintiff Prime’s Chief Operating Officer, John Munn, asked Defendant Stewart why she was getting into property management given that her background is in interior design and she pointed

her finger at one of the founders and owners of the Prime Business.

20. Accordingly, Plaintiffs bring this action for equitable relief to enforce their agreements with the Defendant Seller-KS Property Companies and to recover damages to compensate them for the substantial losses they have already incurred as a result of Defendants' intentional and material breaches of their contractual obligations and willful tortious conduct.

PARTIES

21. Plaintiff, StayTerra, is a limited liability company organized and existing under the laws of the State of Delaware that is affiliated with non-party GSP and that has its principal place of business in New York, New York. StayTerra is the Buyer under the EPA pursuant to which it purchased all of the outstanding equity interests in Plaintiff Prime and the Prime Business from the founders and owners of the Prime Business and their affiliated companies, and the founders and owners of the Prime Business agreed that they would abide by the Restrictive Covenants for a period of five years and that Plaintiff Prime would have the exclusive right to provide services to and collect management fees from the Seller-KS Properties owned by the Defendant Seller-KS Property Companies (and the other Properties set forth on the Schedule of Real Property attached to the Master PMA) for a period of seven years. The founders and owners of the Prime Business who bound the Defendant Seller-KS Property Companies to the Master PMA were Shawn T. Kaleta and Roman Eckert (the "Founders and Owners").

22. Plaintiff Prime is a limited liability company organized and existing under the laws of the State of Florida, with its principal place of business at 303 9th Street W, #2, Bradenton, Florida 34205. It is a property management company that specializes in vacation rental properties in Southwest Florida. As a condition to the closing under the EPA, the Founders and Owners entered into the Master PMA "as the owners or legally appointed representatives of the Properties"

set forth on the Schedule of Real Property attached thereto, including the Seller-KS Properties directly owned by the Seller-KS Property Companies, and granted Prime the exclusive right to provide services to and collect management fees from those properties for a minimum period of seven years.

23. Plaintiff GSP Prime Holdings is a limited liability company organized and existing under the laws of the State of Delaware. GSP Prime Holdings is the parent of Plaintiff StayTerra. The Founders and Owners entered into Contribution Agreements pursuant to which they contributed their respective Personal Goodwill—including their “close business relationships with customers and vendors, trade secrets, knowledge, intellectual property, and intangible assets related to the [Prime] Business”—to GSP Prime Holdings in exchange for rollover equity valued at \$35 million.

24. Defendant Kiri Stewart is an individual, who, on information and belief, resides and conducts business at 207 65th Street, Holmes Beach, Florida 34217. Stewart is the owner and manager of Defendant Magnolia Cottages and also purports to be the indirect owner and manager of the Defendant Seller-KS Property Companies. On information and belief, Defendant Stewart is the significant other of one of the Founders and Owners of the Prime Business.

25. Defendant Magnolia Cottages LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 120 26th St W, Bradenton, Florida 34205. The company was formed pursuant to articles of organization filed on January 25, 2016 stating that the registered agent is Defendant Stewart and the person authorized to manage the company is Defendant Stewart. Consistent with the articles of organization, the company filed an annual report on February 10, 2017 and each year thereafter, including, most recently, on April 30, 2025 stating that the registered agent is Defendant Stewart and the person authorized to manage

the company is Defendant Stewart.

26. Defendant 48 Street LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 120 26th St W, Bradenton, Florida 34205. At the time of the execution of the Master PMA, the Founders and Owners of the Prime Business were the owners or legally appointed representatives of Defendant 48 Street LLC, which owned the property located at 101 7th St S, Bradenton Beach, Florida 34217.

27. Defendant 9801 Gulf Drive LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 120 26th St W, Bradenton, Florida 34205. At the time of the execution of the Master PMA, the Founders and Owners of the Prime Business were the owners or legally appointed representatives of Defendant 9801 Gulf Drive LLC, which owned the property located at 227 S Harbor Dr, Homes Beach, Florida 34217.

28. Defendant 224 Chilson Ave LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 120 26th St W, Bradenton, Florida 34205. At the time of the execution of the Master PMA, the Founders and Owners of the Prime Business were the owners or legally appointed representatives of Defendant 224 Chilson Ave LLC, which owned the property located at 224 Chilson Ave, Anna Maria, Florida 34216.

29. Defendant 243 S Harbor Dr LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 120 26th St W, Bradenton, Florida 34205. At the time of the execution of the Master PMA, the Founders and Owners of the Prime Business were the owners or legally appointed representatives of Defendant 243 S Harbor Dr LLC, which owned the property located at 243 S Harbor Dr, Holmes Beach, Florida 34217.

30. Defendant 518 Spring LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 303 9th St W #2, Bradenton,

Florida 34205. At the time of the execution of the Master PMA, the Founders and Owners of the Prime Business were the owners or legally appointed representatives of Defendant 518 Spring LLC, which owned the property located at 518 Spring Ave, Anna Maria, Florida 34216.

31. Defendant 2403 Avenue C LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 303 9th St W #2, Bradenton, Florida 34205. At the time of the execution of the Master PMA, the Founders and Owners of the Prime Business were the owners or legally appointed representatives of Defendant 2403 Avenue C LLC, which owned the property located at 2403 Avenue C, Bradenton Beach, Florida 34217.

32. Defendant 128 Fillmore LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 120 26th St W, Bradenton, Florida 34205. At the time of the execution of the Master PMA, the Founders and Owners of the Prime Business were the owners or legally appointed representatives of Defendant 128 Fillmore LLC, which owned the property located at 128 Fillmore Dr, Sarasota, Florida 34236.

33. Defendant 2210 Avenue A LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 303 9th St W #2, Bradenton, Florida 34205. At the time of the execution of the Master PMA, the Founders and Owners of the Prime Business were the owners or legally appointed representatives of Defendant 2210 Avenue A LLC, which owned the property located at 2210 Avenue A, Bradenton Beach, Florida 34217.

34. Defendant 103 Park Ave AMI LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 303 9th St W #2, Bradenton, Florida 34205. At the time of the execution of the Master PMA, the Founders and

Owners of the Prime Business were the owners or legally appointed representatives of Defendant 103 Park Ave AMI LLC, which owned the property located at 103 Park Ave, Anna Maria, Florida 34216.

35. Defendant 6548 Sabal Dr LLC is a limited liability organized and existing under the laws of Florida, with its principal place of business at 303 9th St W Bradenton, Florida 34205. At the time of the execution of the Master PMA, the Individual Sellers were the owners or legally appointed representatives of Defendant 6548 Sabal Dr LLC, which owned the property located at 6548 Sabal Dr LLC.

JURISDICTION AND VENUE

36. This Court has personal jurisdiction over Defendant Kiri Stewart because she is an individual who resides and is domiciled in the State of Florida and over Defendant Magnolia Cottages and each of the Defendant Seller-KS Property Companies because each is a limited liability company organized and existing under Florida law with its principal place of business in Florida.

37. This Court has subject matter jurisdiction over this matter because Plaintiffs are seeking damages in excess of \$50,000.00.

38. Venue is proper in this Court because Defendant Stewart resides in Manatee County and Defendant Magnolia Cottages and each of the Defendant Seller-KS Property Companies because each is a limited liability company with its principal place of business in Manatee County. Defendants also regularly conduct business in this Circuit in Manatee County and Sarasota County.

FACTUAL BACKGROUND

I. The Formation, Ownership, and Management of the Defendant Seller-KS Property Companies and Acquisition and Ownership of the Seller-KS Properties that Are Subject to the Master PMA

39. The Defendant Seller-KS Property Companies were formed and were owned and

managed by the Founders and Owners of the Prime Business and had acquired and were the legal owners of owned the Seller-KS Properties at the time that the Founders and Owners of the Prime Business, as the “owner(s) or legally appointed representative(s) of the Properties,” entered into the Master PMA. Moreover, the Founders and Owners of the Prime Business regularly acted on behalf of the Seller-KS Property Companies and entered into agreements that imposed obligations on the Seller-KS Property Companies and the Seller-KS Properties.

A. Defendant 48 Street LLC

40. Defendant 48 Street LLC was formed pursuant to articles of organization filed on November 20, 2017, stating that the registered agent is Ivo Travnicek, PA and the persons authorized to manage the company are Ivo Travnicek as Manager and 118 48th Street LLC as Authorized Member. However, the company filed articles of amendment to the articles of organization on July 6, 2023, that changed the registered agent to Najmy Thompson, P.L. and also changed the persons authorized to manage the company by removing Ivo Travnicek and 118 48th Street LLC and adding one of the Founders and Owners of the Prime Business. Consistent with the amended articles of organization, the company filed annual reports on April 30, 2024, and April 30, 2025, stating that the registered agent was Najmy Thompson, P.L. and the person authorized to manage the company was one of the Founders and Owners of the Prime Business. However, the company filed an amended annual report on September 24, 2025, purporting to change the person authorized to manage the company to Defendant Stewart.

41. Defendant 48 Street LLC acquired the property located at 101 7th St S, Bradenton Beach, Florida 34217 from Martin T. Finn and Susan M. Hamel pursuant to a Warranty Deed dated March 18, 2021, that was recorded on March 22, 2021. According to Manatee County’s property records, Defendant 48 Street LLC acquired the property for a sale price of \$1,150,000 and remains the owner of the property. The FEMA value as of January 1, 2025, is listed as

\$1,898,185.

42. On or around August 24, 2024, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 48 Street LLC in favor of Tristar Finance Inc. with respect to the property located at 101 7th St S, Bradenton Beach, Florida 34217. The principal amount of the mortgage was \$3,000,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 48 Street LLC.

B. Defendant 9801 Gulf Drive LLC

43. Defendant 9801 Gulf Drive LLC was formed pursuant to articles of organization filed on August 26, 2016 stating that the registered agent is Najmy Thompson P.L., but filed an annual report on April 25, 2017 changing the registered agent to Thomas Kobe and stating that the persons authorized to manage the company were one of the Founders and Owners of the Prime Business as Member and Manager and Vivre Invest LLC as Member.¹ The company was administratively dissolved on September 22, 2023, for failing to timely file an annual report, but applied for reinstatement on October 21, 2024 and confirmed in its application for reinstatement and in a subsequent annual report filed on April 29, 2025 that the registered agent was Thomas Kobe and the persons authorized to manage the company were one of the Founders and Owners of the Prime Business and Vivre Invest LLC. However, the company filed an amended annual report on May 1, 2025, changing the registered agent to Najmy Thompson, P.L. and then another amended annual report on September 24, 2025, purporting to change the person authorized

¹ Vivre Invest LLC is a limited liability company organized and existing under the laws of Florida that was formed pursuant to articles of incorporation filed on February 23, 2011, stating that the company will be manager-managed and the initial manager will be one of the Founders and Owners of the Prime Business. The company filed annual reports on April 29, 2024, and March 6, 2025, and an amended annual report on May 1, 2025, stating that the person with authority to manage the company is one of the Founders and Owners of the Prime Business.

to manage the company to Defendant Stewart.

44. Defendant 9801 Gulf Drive LLC acquired the property located at 227 S Harbor Dr, Homes Beach, Florida 34217 from Louatkelly, LLC (a Florida limited liability company managed by Louis Najmy) pursuant to a Warranty Deed dated January 28, 2022, that was recorded on February 22, 2022. According to Manatee County's property records, Defendant 9801 Gulf Drive LLC acquired the property for a sale price of \$1,550,000 and remains the owner of the property. The FEMA value as of January 1, 2025, is listed as \$2,102,671.

45. On or around May 31, 2023, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 9801 Gulf Drive LLC in favor of Citibank, N.A. with respect to the property located at 227 S Harbor Dr, Homes Beach, Florida 34217. The principal amount of the mortgage was \$2,200,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 9801 Gulf Drive LLC.

C. Defendant 224 Chilson Ave LLC

46. Defendant 224 Chilson Ave LLC was formed pursuant to articles of organization were filed on December 22, 2021, stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is one of the Founders and Owners of the Prime Business. Consistent with the articles of organization, the company filed annual reports on April 30, 2024, and April 30, 2025, stating that the registered agent was Najmy Thompson, P.L. and the person authorized to manage the company was one of the Founders and Owners of the Prime Business. However, the company filed an amended annual report on September 24, 2025, purporting to change the person authorized to manage the company to Defendant Stewart.

47. Defendant 224 Chilson Ave LLC acquired the property located at 224 Chilson Ave, Anna Maria, Florida 34216 from Ann Clifford Holdings, LLC pursuant to a Warranty Deed dated March 31, 2022, that was recorded on April 1, 2022. According to Manatee County's property

records, Defendant 224 Chilson Ave LLC acquired the property for a sale price of \$1,900,000 and remains the owner of the property. The FEMA value as of January 1, 2025, is listed as \$6,362,308.

48. On or around August 26, 2024, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 224 Chilson Ave LLC in favor of Citibank, N.A. with respect to the property located at 224 Chilson Ave, Anna Maria, Florida 34216. The principal amount of the mortgage was \$3,250,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 9801 Gulf Drive LLC.

D. Defendant 243 S Harbor Dr LLC

49. Defendant 243 S Harbor Dr LLC was formed pursuant to articles of organization filed on October 8, 2021, stating that the registered agent is Najmy Thompson, P.L. and that the company will be manager-managed and the initial manager will be one of the Founders and Owners of the Prime Business. The articles of organization also include a statement of authority pursuant to Fla. Stat. 605.0302(1) providing, in relevant part, that:

The Manager(s) of the Company, acting unanimously, shall have the full power and authority, in their sole discretion, without the prior consent, authorization, or joinder of the Member(s) of the Company, to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary to purchase, sell, transfer, mortgage, lease, encumber or otherwise deal in real property held in the name of Company, even when such real property is substantially all of the assets of the Company, and to enter into other transactions on behalf of, or otherwise act for or bind, the Company.

Consistent with the articles of organization, the company filed annual reports on April 29, 2022, and April 27, 2023, stating that the registered agent was Najmy Thompson, P.L. and the person authorized to manage the company was one of the Founders and Owners of the Prime Business. The company was administratively dissolved on September 27, 2024, for failing to timely file an annual report, but applied for reinstatement on October 21, 2024, and confirmed in its

application and in a subsequent annual report filed on April 29, 2025, that the registered agent was Najmy Thompson, P.L. and the person authorized to manage the company was one of the Founders and Owners of the Prime Business. However, the company filed an amended annual report on September 24, 2025, purporting to change the person authorized to manage the company to Defendant Stewart.

50. Defendant 243 S Harbor Dr LLC acquired the property located at 243 S Harbor Dr, Holmes Beach, Florida 34217 from Nancy L. Ambrose and David A. Ambrose pursuant to a Warranty Deed dated October 15, 2021, that was recorded on October 20, 2021. According to Manatee County's property records, Defendant 243 S Harbor Dr LLC acquired the property for a sale price of \$635,000 and remains the owner of the property. The FEMA value as of January 1, 2025, is listed as \$1,711,672.

51. On or around December 12, 2024, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 243 S Harbor Dr LLC in favor of Suncoast Credit Union with respect to the property located at 243 S Harbor Dr, Holmes Beach, Florida 34217. The principal amount of the mortgage was \$2,129,683. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 9801 Gulf Drive LLC.

E. Defendant 518 Spring LLC

52. Defendant 518 Spring LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 303 9th St W #2, Bradenton, Florida 34205. The company was formed pursuant to articles of organization filed on May 6, 2021, stating that the registered agent is Najmy Thompson, P.L. and that the company will be manager-managed and the initial manager will be one of the Founders and Owners of the Prime Business. The articles of organization include a statement of authority pursuant to Fla. Stat.

605.0302(1) providing, in relevant part, that:

The Manager(s) of the Company, acting unanimously, shall have the full power and authority, in their sole discretion, without the prior consent, authorization, or joinder of the Member(s) of the Company, to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary to purchase, sell, transfer, mortgage, lease, encumber or otherwise deal in real property held in the name of Company, even when such real property is substantially all of the assets of the Company, and to enter into other transactions on behalf of, or otherwise act for or bind, the Company.

Consistent with the articles of organization, the company filed an annual report on May 1, 2022, and each year thereafter, including, most recently, on April 30, 2025, stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is one of the Founders and Owners of the Prime Business.

53. Defendant 518 Spring LLC acquired the property located at 518 Spring Ave, Anna Maria, Florida 34216 from Gayle S. Carothers and Darryl K. Carothers pursuant to a Warranty Deed dated May 18, 2021, that was recorded on May 21, 2021. According to Manatee County's property records, Defendant 518 Spring LLC acquired the property for a sale price of \$1,065,000 and remains the owner of the property. The FEMA value as of January 1, 2025, is listed as \$2,395,231.

54. On or around August 12, 2024, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 518 Spring LLC in favor of Walton Funding LLC with respect to the property located at 518 Spring Ave, Anna Maria, Florida 34216. The principal amount of the mortgage was \$2,892,500. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 518 Spring LLC.

F. Defendant 2403 Avenue C LLC

55. Defendant 2403 Avenue C LLC was formed pursuant to articles of organization

filed on October 14, 2020, stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is one of the Founders and Owners of the Prime Business. Consistent with the articles of organization, the company filed an annual report on April 29, 2021, and each year thereafter, including on April 30, 2025, stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is one of the Founders and Owners of the Prime Business. The company filed an amended annual report on September 24, 2025, purporting to change the person authorized to manage the company to Defendant Stewart, but subsequently filed another amended annual report on November 12, 2025, confirming that the person authorized to manage the company is one of the Founders and Owners of the Prime Business.

56. Defendant 2403 Avenue C LLC acquired the property located at 2403 Avenue C, Bradenton Beach, Florida 34217 from Michelle Lochrie pursuant to a Warranty Deed dated October 27, 2020, that was recorded on October 28, 2020. According to Manatee County's property records, Defendant 2403 Avenue C LLC acquired the property for a sale price of \$517,500 and remains the owner of the property. The FEMA value as of January 1, 2025, is listed as \$1,874,702.

57. On or around November 29, 2022, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 2403 Avenue C LLC in favor of Bank Ozk with respect to the property located at 2403 Avenue C, Bradenton Beach, Florida 34217. The principal amount of the mortgage was \$2,310,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 2403 Avenue C LLC.

G. Defendant 128 Fillmore LLC

58. Defendant 128 Fillmore LLC was formed pursuant to articles of organization filed

on July 27, 2018, stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is one of the Founders and Owners of the Prime Business. Consistent with the articles of organization, the company filed an annual report on April 30, 2019, and each year thereafter, including on April 29, 2025, stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is one of the Founders and Owners of the Prime Business. However, the company filed an amended annual report on September 24, 2025, purporting to change the person authorized to manage the company to Defendant Stewart.

59. Defendant 128 Fillmore LLC acquired the property located at 128 Fillmore Dr, Sarasota, Florida 34236 from GOM LLC pursuant to a Warranty Deed dated July 27, 2018, that was recorded on October 4, 2018. According to Sarasota County's property records, Defendant 128 Fillmore LLC acquired the property for consideration of \$1,300,000 and remains the owner of the property.

60. On or around February 28, 2023, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 128 Fillmore LLC in favor of City National Bank of Florida with respect to the property located at 128 Fillmore Dr, Sarasota, Florida 34236. The principal amount of the mortgage was \$2, 925,00. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 2403 Avenue C LLC.

H. Defendant 2210 Avenue A LLC

61. Defendant 2210 Avenue A LLC was formed pursuant to articles of organization filed on December 23, 2020, stating that the registered agent is Najmy Thompson, P.L. and that the company will be manager-managed and the initial manager will be one of the Founders and Owners of the Prime Business. The company was administratively dissolved on September 22,

2023, for failing to timely file an annual report, but applied for reinstatement on April 25, 2024, and confirmed in its application and in a subsequent annual report filed on April 30, 2025 that the registered agent was Najmy Thompson, P.L. and the person authorized to manage the company was one of the Founders and Owners of the Prime Business. The company filed an amended annual report on September 24, 2025, purporting to change the person authorized to manage the company to Defendant Stewart, but subsequently filed another amended annual report on November 12, 2025 confirming that the person authorized to manage the company is one of the Founders and Owners of the Prime Business.

62. Defendant 2210 Avenue A LLC acquired the property located at 2210 Avenue A, Bradenton Beach, Florida 34217 from Shelley Wheely Rentals, LLC pursuant to a Warranty Deed dated January 12, 2021, that was recorded on January 13, 2021. According to Manatee County's property records, Defendant 2210 Avenue A LLC acquired the property for a sale price of \$580,000 and remains the owner of the property. The FEMA value as of January 1, 2025, is listed as \$1,884,844.

63. On or around November 29, 2022, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 2210 Avenue A LLC in favor of Bank Ozk with respect to the property located at 2210 Avenue A, Bradenton Beach, Florida 34217. The principal amount of the mortgage was \$2,500,00. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 2210 Avenue A LLC.

I. Defendant 103 Park Ave AMI LLC

64. Defendant 103 Park Ave AMI LLC was formed pursuant to articles of organization filed on March 7, 2022, stating that the registered agent is Najmy Thompson, P.L. and that the company will be manager-managed and the initial manager will be one of the Founders and

Owners of the Prime Business. The articles of organization include a statement of authority pursuant to Fla. Stat. 605.0302(1) providing, in relevant part, that:

The Manager(s) of the Company, acting unanimously, shall have the full power and authority, in their sole discretion, without the prior consent, authorization, or joinder of the Member(s) of the Company, to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary to purchase, sell, transfer, mortgage, lease, encumber or otherwise deal in real property held in the name of Company, even when such real property is substantially all of the assets of the Company, and to enter into other transactions on behalf of, or otherwise act for or bind, the Company.

Consistent with the articles of organization, the company filed an annual report on April 27, 2023, and each year thereafter, including, most recently, on April 30, 2025, stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is one of the Founders and Owners of the Prime Business.

65. Defendant 103 Park Ave AMI LLC acquired the property located at 103 Park Ave, Anna Maria, Florida 34216 from one of the Founders and Owners of the Prime Business pursuant to a Quit Claim Deed dated March 15, 2022, that was recorded on March 17, 2022. The Founders and Owners of the Prime Business previously acquired the property from SPE 104 LLC pursuant to a Warranty Deed dated January 13, 2022, that was recorded on January 14, 2022. SPE 104 LLC previously acquired the property from Brett J. Gallagher and Laura L. Lahey pursuant to a Warranty Deed dated December 31, 2021, that was recorded on January 13, 2022. The FEMA value as of January 1, 2025, is listed as \$4,473,658.

66. On or around November 29, 2022, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 103 Park Ave AMI LLC in favor of Centennial Bank with respect to the property located at 103 Park Ave, Anna Maria, Florida 34216. The principal amount of the mortgage was \$3,997,500. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 103

Park Ave AMI LLC.

J. Defendant 6548 Sabal Dr LLC

67. Defendant 6548 Sabal Dr LLC was formed pursuant to articles of organization filed on May 12, 2022, stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is one of the Founders and Owners of the Prime Business. Consistent with the articles of organization, the company filed an annual report on April 27, 2023, and each year thereafter, including on April 29, 2025, stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is one of the Founders and Owners of the Prime Business.

68. Defendant 6548 Sabal Dr LLC acquired the property located at 6548 Sabal Dr, Bradenton, Florida, 34205 pursuant to a Warranty Deed dated May 31, 2022, that was recorded on June 24, 2022. According to Sarasota County's property records, Defendant 6548 Sabal Dr LLC acquired the property for consideration of \$1,160,000 and remains the owner of the property.

69. On or around May 1, 2024, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 6548 Sabal Dr LLC in favor of Bolin LLC with respect to the property located at 6548 Sabal Dr, Bradenton, Florida, 34205. The principal amount of the mortgage was \$2,700,000. Thereafter, on or around May 27, 2025, Bolin LLC filed a satisfaction of note and mortgage.

70. Subsequently, on or around March 21, 2025, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 6548 Sabal Dr LLC in favor of Deutsche Bank Trust Company Americas with respect to the property located at 6548 Sabal Dr, Bradenton, Florida, 34205. The principal amount of the mortgage was \$3,180,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 6548 Sabal Dr LLC.

II. The September 18, 2024, Deal Agreements

A. The EPA

71. Pursuant to the EPA dated September 18, 2024, Plaintiff StayTerra agreed to acquire all of the outstanding equity interests in Plaintiff Prime and the other companies comprising the Prime Business in exchange for approximately \$105 million—comprised of approximately \$70 million in cash and \$35 million in rollover equity in GSP Prime Holdings—and potential additional consideration of up to \$35 million based on the performance of the business.

72. Pursuant to Section 6.6 of the EPA, each of the Founders and Owners of the Prime Business agreed to comply with certain Restrictive Covenants for a period of five years following the closing. Specifically, they agreed that they would not “directly or indirectly (through an Affiliate or otherwise)” engage in competition with the Prime Business, solicit employees, service providers, or independent contractors of the Prime Business, or solicit property owners who supplied inventory to the Prime Business at any time during the one year period prior to the closing or otherwise interfere with the relationships between the Prime Business and such property owners.

73. In addition, as a condition to the closing under the EPA, the Founders and Owners of the Prime Business, among others, agreed to enter into and deliver, *inter alia*, the Master PMA, the Hotel Agreement, and the Contribution Agreement.

74. The Founders and Owners of the Prime Business executed the Master PMA, as the “owner(s) or legally appointed representative(s) of the Properties,” including the Seller-KS Properties owned by the Defendant Seller-KS Property Companies. The Founders and Owners of the Prime Business agreed on behalf of themselves and the Defendant Seller-KS Property Companies (and the other limited liability companies that owned the other Properties) that Prime

would have the exclusive right to provide certain services to and collect management fees from the Seller-KS Properties (and the other Properties) for a minimum period of seven years.

75. In addition, pursuant to the Contribution Agreements, each of the Founders and Owners of the Prime Business agreed to contribute his respective Personal Goodwill—including his “close business relationships with customers and vendors, trade secrets, knowledge, intellectual property, and intangible assets related to the [Prime] Business”—to GSP Prime Holdings in exchange for rollover equity valued at total of \$35 million.

B. The Property Management Agreement

76. As a condition to the closing under the EPA, the Founders and Owners of the Prime Business, among others, agreed to enter into and deliver, *inter alia*, the Master PMA. *Id.* § 2.8.

77. The Founders and Owners of the Prime Business executed the Master PMA, as the “owner(s) or legally appointed representative(s) of the Properties,” including the Seller-KS Properties owned by the Defendant Seller-KS Property Companies. The Founders and Owners of the Prime Business agreed on behalf of themselves and the Defendant Seller-KS Property Companies (and the other limited liability companies that owned the other Properties) that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the Seller-KS Properties (and the other Properties) for a minimum period of seven years. Ex. A, Master PMA.

78. More specifically, the Founders and Owners of the Prime Business agreed on behalf of themselves and the Defendant Seller-KS Property Companies (and the other limited liability companies that owned the other Properties) that, for a minimum period of seven years, Plaintiff Prime would have “the exclusive right to provide the Services to the Properties” and that they would “not engage any other party to provide such services during the Term.” *Id.* § 21.

79. In exchange for the services, the Founders and Owners of the Prime Business

agreed on behalf of themselves and the Defendant Seller-KS Property Companies (and the other limited liability companies that owned the other Properties) that, Plaintiff Prime would be entitled to management fees consisting of 20% of the base rental income earned by the properties and 20% of any early/late check-in/check-out fees collected. *Id.* § 5.

80. In addition to the management fee, Plaintiff Prime was also entitled to collect various other fees, including an Admin Fee to offset credit card processing fees and other administrative costs, a Damage Fee to cover accidental guest damages, and Cleaning & Linen and Pet Fees to pay for third-party cleaning costs. *Id.* §§ 6(a)-(d).

81. The Master PMA expressly provides that the initial term is seven years and, thereafter, automatically renews for successive one-year periods unless the Owner or Plaintiff Prime provides notice of non-renewal at least 90 days before the beginning of the new renewal period. *Id.* § 3(a).

82. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or the Defendant Seller-KS Property Companies or any of the other limited liability companies that owned the other Properties to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

83. Plaintiff Prime's standard agreement for property management services includes provisions that permit owners to block dates for personal use and to terminate the agreement upon 30 to 60 days' written notice.

84. More specifically, the standard agreement includes a provision for "Owner Usage" which provides, in relevant part, that "Owner agrees to contact Agent or directly book via the owner portal to reserve the property for personal use (Owner Reservation) or for Owner Guest Reservation."

85. The standard agreement also includes a provision for “Termination by Owner” which provides, in relevant part, that “Owner may terminate this Agreement with [XX] days written notice to Agent.”

86. Notably, the contemporaneously executed Amended and Restated Operations and Vendor Property Agreement between ExclusiveAMI, LLC and AMI Locals, LLC includes a similar provision that permits ExclusiveAMI to terminate the Agreement “at any time by giving ninety (90) days’ prior written notice to the Company.”

87. Likewise, the contemporaneously executed Hotel Agreement includes a provision that “upon the transfer, sale or other conveyance of a Hotel by its Owner(s) to a third party not affiliated with such Owner(s), this Agreement shall automatically terminate with respect to such Hotel, without any further action by any party hereto.”

88. However, the Master PMA does not include any such provisions. Rather, pursuant to Section 19 of the Master PMA, the agreement may be terminated “with respect to any Property” only under two circumstances: (1) by mutual written consent of Prime and the property owner, and (2) unilaterally by Prime under certain circumstances. Ex. A, Master PMA, § 19.

89. Section 28 of the Master PMA further underscores that Owner does not have any right to unilateral termination by providing that the agreement may not be either “assigned or delegated by operation of law or otherwise” or amended without the prior written consent of Plaintiff Prime.

90. The Master PMA contemplates that Plaintiff Prime may consent to termination prior to the conclusion of the initial minimum seven-year term, but includes minimum conditions that must be satisfied. In particular, Section 3(b) provides that: “any transfer, sale or other conveyance of a Property by its Owner(s) to a third party shall be contingent upon the third-party

purchaser's agreement to enter into a Property Rental and Management Agreement with [Prime and the applicable Company providing the management services] on substantially the same terms and conditions set forth in the [Property Management Agreement] and for a term of no less than one (1) year." *Id.* § 3(b). The **only** exception to this requirement is where the third-party purchaser represents that it "does not intend to utilize the services of **any** third-party property management company" for a one-year period. *Id.* (emphasis added).

91. Notably, Section 20 titled "Sale of Property" contemplates that any such transfer, sale, or conveyance of a Property will occur through a listing contract by providing that "Owners shall notice [Plaintiff Prime] in writing no later than thirty days after signing a listing contract" and "shall require any person showing the Property to communicate first with [Plaintiff Prime] to facilitate the least disturbance to guests occupying the unit." *Id.* § 20.

C. The EPA's Restrictive Covenants

92. In addition, the EPA included a comprehensive Non-Competition Covenant under which the Founders and Owners of the Prime Business agreed that "from the Closing Date through the fifth anniversary of the Closing Date," they "shall not, directly or indirectly, (through an Affiliate or otherwise), own, manage or control, invest in, become an equity holder of or become engaged or serve as an officer, director, manager, employee, agent, consultant, advisor, contractor or representative of, any Person that engages in the Business within the Restricted Territory."

93. As defined in the EPA, "Business" means "the business of managing vacation rental properties and providing ancillary services related thereto" and "Restricted Territory" refers to "any jurisdiction or geographic area or territory in which the Companies conducted any business activities as of the Closing, including the following counties in the State of Florida: Charlotte, Collier, Hillsborough, Lee, Manatee, Monroe, Pinellas, and Sarasota." In other words, the Founders and Owners of the Prime Business expressly agreed that for five years after selling

Plaintiff Prime and the Companies to StayTerra, they would not directly or indirectly involve themselves in the business of managing vacation rental properties in the same geographic area as Plaintiff Prime and the Companies.

94. In addition to the Non-Competition Covenant, the Founders and Owners of the Prime Business also agreed to the Non-Solicit of Customers Covenant and the Non-Interference Covenant. Specifically, the Founders and Owners of the Prime Business expressly agreed that for five years after the EPA's closing date, they would not "induc[e] or attempt to induce any Protected Person [which includes any owner of a vacation rental property who has contracted with Plaintiff Prime for property management services] to refrain from or cease doing business with the Companies [the Prime Business,] . . . reduce the level of business it does with the Companies or Buyer" (the Non-Solicit of Customers Covenant) or "otherwise intentionally interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between Buyer, the Companies, or any of their respective Affiliates or any Protected Persons" (the Non-Interference Covenant).

95. Under section 6.6(a)(iii) of the EPA, "Protected Persons is defined as "any Person that is at such time, or at any time during the one year period ending on the Closing Date was, a supplier of the Companies," including (among other things) a vacation property owner who hires Prime to manage the property.

96. The Non-Competition, Non-Solicit of Customers, and Non-Interference Covenants were critical components of the deal for StayTerra. Indeed, the Founders and Owners of the Prime Business expressly agreed that these Covenants were "an essential element of the [EPA] and that any breach or threatened breach" of the Covenants would "result in irreparable injury to Buyer [*i.e.* StayTerra], the Companies and their respective Affiliates and that money damages would not provide an adequate remedy to [StayTerra] or any Company."

III. Post-Closing Breaches and Tortious Conduct

97. Less than thirteen months after pocketing the consideration comprised approximately \$105 million of cash and rollover equity, the Defendants embarked on a deliberate, bad faith scheme to eviscerate the benefit of the bargain that Plaintiffs struck by facilitating purported transfers of the founders' membership interests in the Defendant Seller-KS Property Companies that own the Seller-KS Properties that are subject to the Master PMA to Defendant Magnolia Cottages, which is ostensibly owned and controlled by Defendant Stewart.

98. As relevant here, Defendants Stewart and Magnolia Cottages have claimed that they acquired and now own and manage at least ten properties, including 101 7th Street S, 227 S Harbor Drive, 224 Chilson Ave, 243 S Harbor Drive, 518 Spring Avenue, 2403 Avenue C, 128 Fillmore Dr, 2210 Avenue A, 103 Park Ave, and 6548 Sabal Dr.

99. However, contrary to representations by Defendant Stewart that she "closed" on certain "properties" and/or that the "properties" were transferred to Defendant Stewart, the documentation that has been provided indicates that the Founders and Owners of the Prime Business or their entities had merely purported to transfer interests in certain of the Seller-KS Property Companies to Defendant Magnolia Cottages and to name Defendant Stewart as the Manager of the Seller-KS Property Companies.

100. Moreover, these transactions were highly irregular because, among other reasons, the documentation indicates that each transfer was for a purchase price of \$10 and the assumption of obligations to make payments under the mortgage loans. Upon information and belief, the actual market value of the Seller-KS Properties owned by the Seller-KS Property Companies was materially different than the purported purchase price.

101. In addition, the documentation for certain transactions does not even refer to the correct Seller-KS Properties that are actually owned by the Seller-KS Property Companies.

102. Also, the documentation for many of the transactions includes purported Member or Manager Withdrawals and/or Resignations that have never been filed with the Florida Secretary of State as required by the Florida LLC Act. With respect to all of the transactions, the companies failed to file articles of amendments to the articles of organization to reflect the purported changes of members and managers as required by the Florida LLC Act. With respect to some transactions, the companies purported to file amended annual reports to reflect the purported transfers and changes to the members and managers but then filed further amended annual reports a few months later reverting to the prior manager. With respect to other transactions, the companies simply never filed anything at all.

103. In short, the documentation for the purported transactions and the filings with the Florida Secretary of State confirm that the documentation was drafted and provided solely for the purpose of deception and the transfers were sham transactions to facilitate a scheme to terminate the Master PMA.

A. First Wave of Purported Transfers and Terminations of the Master PMA

104. On or around September 2, 2025, Defendant Stewart sent an email to Eric Pullen regarding “518 spring ave” stating that she “closed on the property last week 8/28/26” and requesting “[c]an we please start the offboarding process?”

105. Subsequently, on or around September 19, 2025, Defendant Stewart sent an email to Ashley Wheeler stating that she would “like to start the offboarding process for 224 Chilson Ave.” Plaintiff Prime’s COO, John Munn, replied that Plaintiffs have no record of Defendant Stewart being listed as an owner of the property and, thus, would not be able to process the request. One of the Founders and Owners of the Prime Business replied that an attorney from Mr. Najmy’s firm would “send all sales documents.”

106. Thereafter, on September 22, 2025, an attorney from Mr. Najmy’s firm purported

to send “transfer documentation for 224 Chilson Ave and 741 Jacaranda Road” and stated that he would “compile the transfer documents for the other properties and send separately but [one of the Founders and Owners of the Prime Business] asked that [he] send the documents for [these two] properties right away.” Defendant Stewart requested that the attorney from Mr. Najmy’s firm “send the documents for 101 7th St S” because she has “this property live already” even though it was still subject to the Master PMA. That same day, the attorney from Mr. Najmy’s firm purported to send documentation “for the other properties that were transferred to [Defendant Stewart]” including 101 7th Street S, 227 S Harbor Drive, 243 S Harbor Drive, and 2403 Avenue C. An attorney from Mr. Najmy’s firm also purported to send documentation for the transfer of 518 Spring Ave.

i. Purported Transfer of Defendant 518 Spring Ave LLC / 518 Spring Ave

107. The transfer documentation for Defendant 48 Street LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effect as of August 28, 2025, by and between one of the Founders and Owners of the Prime Business and Defendant Magnolia Cottages and Defendant 518 Spring LLC. Defendant Stewart signed on behalf of Magnolia Cottages. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 518 Spring LLC without obtaining the consent or approval of any other person, and also that he had not entered into any obligation that would bind Defendant 518 Spring LLC. Likewise, Defendants Stewart and Magnolia Cottages falsely represented that they did not intend to use the services of a third-party management company to manage the vacation rental bookings for the property located at 518 Spring Ave.

108. The transfer was purportedly made for \$10.00 and the assumption of obligations to make payments under a mortgage loan in the original principal amount of \$2,892,500 in favor of

Walton Funding, LLC.

109. The transfer documentation also included a purported Member Withdrawal or Resignation that was signed by one of the Founders and Owners of the Prime Business as the Withdrawing Manager and Withdrawing Member. However, upon information and belief, the purported Member Withdrawal or Resignation has never been filed with the Florida Secretary of State as required by the Florida LLC Act.

110. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 518 Spring LLC that purports to name Defendant Magnolia Cottages as the Member and Defendant Stewart as the Manager. However, upon information and belief, the company has never filed articles of amendment to the articles of organization with the Florida Secretary of State as required by the Florida LLC Act.

ii. Purported Transfer of Defendant 48 Street LLC / 101 7th Street S

111. The transfer documentation for Defendant 48 Street LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effect as of September 19, 2025, by and between the Founders and Owners of the Prime Business and Defendant Magnolia Cottages and Defendant 48 Street LLC. Defendant Stewart signed on behalf of Magnolia Cottages. The Founders and Owners of the Prime Business falsely represented that they had the full power to transfer their interests in Defendant 48 Street LLC without obtaining the consent or approval of any other person, and also that they had not entered into any obligation that would bind Defendant 48 Street LLC. Likewise, Defendants Stewart and Magnolia Cottages falsely represented that they did not intend to use the services of a third-party management company to manage the vacation rental bookings for the property located at 101 7th Street S.

112. The transfer was purportedly made for \$10.00 and the assumption of obligations to

make payments under a mortgage loan in the original principal amount of \$3,000,000 in favor of Tristar Finance, Inc.

113. The transfer documentation also included a purported Manager Withdrawal or Resignation and Appointment of Replacement Manager that was signed by one of the Founders and Owners of the Prime Business as the Withdrawing Manager and Defendant Stewart as the incoming manager and also by the Founders and Owners of the Prime Business as Withdrawing Members and Defendant Stewart on behalf of Defendant Magnolia Cottages as the Incoming Member. However, upon information and belief, the purported Manager Withdrawal or Resignation and Appointment of Replacement Manager has never been filed with the Florida Secretary of State as required by the Florida LLC Act. Moreover, upon information and belief, the company has never filed articles of amendment to the articles of organization with the Florida Secretary of State as required by the Florida LLC Act.

iii. Purported Transfer of Defendant 9801 Gulf Drive LLC / 227 S Harbor Drive

114. The transfer documentation for Defendant 9801 Gulf Drive LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effect as of August 21, 2025, by and between one of the Founders and Owners of the Prime Business and Defendant Magnolia Cottages and Defendant 9801 Gulf Drive LLC. Defendant Stewart signed on behalf of Magnolia Cottages. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 9801 Gulf Drive LLC without obtaining the consent or approval of any other person, and also that he had not entered into any obligation that would bind Defendant 9801 Gulf Drive LLC. Likewise, Defendants Stewart and Magnolia Cottages falsely represented that they did not intend to use the services of a third-party management company to manage the vacation rental bookings for the property located at 227 S Harbor Drive.

115. The transfer was purportedly made for \$10.00 and the assumption of obligations to make payments under a mortgage loan in the original principal amount of \$2,200,000 in favor of Citibank, N.A.

116. The transfer documentation also included a purported Member Withdrawal or Resignation that was signed by one of the Founders and Owners of the Prime Business as Withdrawing Manager and Withdrawing Member. However, upon information and belief, the purported Member Withdrawal or Resignation has never been filed with the Florida Secretary of State as required by the Florida LLC Act.

117. The transfer documentation also included a purported Second Amended and Restated Operating Agreement for 9801 Gulf Drive LLC that purports to name Defendant Magnolia Cottages as the Member and Defendant Stewart as the Manager. However, upon information and belief, the company has never filed articles of amendment to the articles of organization with the Florida Secretary of State as required by the Florida LLC Act.

iv. Purported Transfer of Defendant 224 Chilson Ave LLC / 224 Chilson Ave

118. The transfer documentation for Defendant 224 Chilson Ave LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effect as of September 17, 2025, by and between one of the Founders and Owners of the Prime Business and Defendant Magnolia Cottages and Defendant 224 Chilson Ave LLC. Defendant Stewart signed on behalf of Magnolia Cottages. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 224 Chilson Ave LLC without obtaining the consent or approval of any other person, and also that he had not entered into any obligation that would bind Defendant 224 Chilson Ave LLC. Likewise, Defendants Stewart and Magnolia Cottages falsely represented that they did not intend to use the services of a third-party management company to manage the vacation rental bookings for the

property located at 224 Chilson Ave.

119. The transfer was purportedly made for \$10.00 and the assumption of obligations to make payments under a mortgage loan in the original principal amount of \$3,250,000 in favor of Citibank, N.A.

120. The transfer documentation also included a purported Member Withdrawal or Resignation that was signed by one of the Founders and Owners of the Prime Business as Withdrawing Manager and Withdrawing Member. However, upon information and belief, the purported Member Withdrawal or Resignation has never been filed with the Florida Secretary of State as required by the Florida LLC Act.

121. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 224 Chilson Ave LLC that purports to name Defendant Magnolia Cottages as the Member and Defendant Stewart as the Manager. However, upon information and belief, the company has never filed articles of amendment to the articles of organization with the Florida Secretary of State as required by the Florida LLC Act.

v. Purported Transfer of Defendant 243 S Harbor Dr LLC / 243 S Harbor Dr

122. The transfer documentation for Defendant 243 S Harbor Dr LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effect as of August 21, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant Magnolia Cottages and Defendant 243 S Harbor Dr LLC Defendant Stewart signed on behalf of Magnolia Cottages. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 243 S Harbor Dr LLC without obtaining the consent or approval of any other person, and also that he had not entered into any obligation that would bind Defendant 243 S Harbor Dr LLC. Likewise, Defendants Stewart and Magnolia Cottages falsely represented that they did not intend to use the

services of a third-party management company to manage the vacation rental bookings for the property located at 243 S Harbor Dr.

123. The transfer was purportedly made for \$10.00 and the assumption of obligations to make payments under a mortgage loan in the original principal amount of \$2,129,683 in favor of Suncoast Credit Union.

124. The transfer documentation also included a purported Member Withdrawal or Resignation that was signed by one of the Founders and Owners of the Prime Business as Withdrawing Manager and Withdrawing Member. However, upon information and belief, the purported Member Withdrawal or Resignation has never been filed with the Florida Secretary of State as required by the Florida LLC Act.

125. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 243 S Harbor Dr LLC that purports to name Defendant Magnolia Cottages as the Member and Defendant Stewart as the Manager. However, upon information and belief, the company has never filed articles of amendment to the articles of organization with the Florida Secretary of State as required by the Florida LLC Act.

vi. Purported Transfer of Defendant 2403 Avenue C LLC / 2403 Avenue C

126. The transfer documentation for Defendant 2403 Avenue C LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effect as of September 11, 2025, by and between one of the Founders and Owners of the Prime Business and Defendant Magnolia Cottages and Defendant 2403 Avenue C LLC Defendant Stewart signed on behalf of Magnolia Cottages. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 2403 Avenue C LLC without obtaining the consent or approval of any other person, and also that he had not entered into any obligation that would bind Defendant 2403 Avenue C LLC. Likewise, Defendants

Stewart and Magnolia Cottages falsely represented that they did not intend to use the services of a third-party management company to manage the vacation rental bookings for the property located at 2403 Avenue C.

127. The transfer was purportedly made for \$10.00 and the assumption of obligations to make payments under a mortgage loan in the original principal amount of \$2,310,000 in favor of Bank Ozk.

128. The transfer documentation also included a purported Member Withdrawal or Resignation that was signed by one of the Founders and Owners of the Prime Business as Withdrawing Manager and Withdrawing Member. However, upon information and belief, the purported Member Withdrawal or Resignation has never been filed with the Florida Secretary of State as required by the Florida LLC Act.

129. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 2403 Avenue C LLC that purports to name Defendant Magnolia Cottages as the Member and Defendant Stewart as the Manager. However, upon information and belief, the company has never filed articles of amendment to the articles of organization with the Florida Secretary of State as required by the Florida LLC Act.

130. Despite this purported documentation, Defendant 2403 Avenue C LLC filed an amended annual report on November 12, 2025, confirming that the person authorized to manage the company is one of the Founders and Owners of the Prime Business.

B. Second Wave of Purported Transfers and Terminations of the Master PMA

131. Following the initial wave of purported transfers and terminations of the Master PMA, Defendants Stewart and Magnolia Cottages acted in concert with one of the Founders and Owners of the Prime Business and their business partner and attorney, Louis Najmy, to execute sham documentation purporting to transfer the interests in Defendants 128 Fillmore Dr LLC and

2210 Avenue A LLC. Defendants Stewart and Magnolia Cottages then purported to demand the termination of the Master PMA with respect to the properties located at 128 Fillmore Dr, Sarasota, Florida 34236 and 2210 Avenue A, Bradenton Beach, Florida 34217.

i. Purported Transfer of Defendant 128 Fillmore Dr LLC / 128 Fillmore Dr

132. The transfer documentation provided for Defendant 128 Fillmore Dr LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effect as of September 23, 2025, by and between one of the Founders and Owners of the Prime Business and Defendant Magnolia Cottages and Defendant 128 Fillmore Dr LLC. Defendant Stewart signed on behalf of Magnolia Cottages. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 128 Fillmore Dr LLC without obtaining the consent or approval of any other person, and also that he had not entered into any obligation that would bind Defendant 128 Fillmore Dr LLC. Likewise, Defendants Stewart and Magnolia Cottages falsely represented that they did not intend to use the services of a third-party management company to manage the vacation rental bookings for the property located at 128 Fillmore Dr.

133. The transfer was purportedly made for \$10.00 and the assumption of obligations to make payments under a mortgage loan in the original principal amount of \$2,925,000 in favor of City National Bank of Florida.

134. The transfer documentation also included a purported Member Withdrawal or Resignation that was signed by one of the Founders and Owners of the Prime Business as Withdrawing Manager and Withdrawing Member. However, upon information and belief, the purported Member Withdrawal or Resignation has never been filed with the Florida Secretary of State as required by the Florida LLC Act.

135. The transfer documentation also included a purported First Amended and Restated

Operating Agreement for 128 Fillmore LLC that purports to name Defendant Magnolia Cottages as the Member and Defendant Stewart as the Manager. However, upon information and belief, the company has never filed articles of amendment to the articles of organization with the Florida Secretary of State as required by the Florida LLC Act.

ii. Purported Transfer of Defendant 2210 Avenue A LLC / 2210 Avenue A

136. The transfer documentation provided for Defendant 2210 Avenue A LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effect as of September 23, 2025, by and between one of the Founders and Owners of the Prime Business and Defendant Magnolia Cottages and Defendant 2210 Avenue A LLC. Defendant Stewart signed on behalf of Magnolia Cottages. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 2210 Avenue A LLC without obtaining the consent or approval of any other person, and also that he had not entered into any obligation that would bind Defendant 2210 Avenue A LLC. Likewise, Defendants Stewart and Magnolia Cottages falsely represented that they did not intend to use the services of a third-party management company to manage the vacation rental bookings for the property located at 2210 Avenue A.

137. The transfer was purportedly made for \$10.00 and the assumption of obligations to make payments under a mortgage loan in the original principal amount of \$2,500,000 in favor of Bank Ozk.

138. The transfer documentation also included a purported Member Withdrawal or Resignation that was signed by one of the Founders and Owners of the Prime Business as Withdrawing Manager and Withdrawing Member. However, upon information and belief, the purported Member Withdrawal or Resignation has never been filed with the Florida Secretary of State as required by the Florida LLC Act.

139. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 2210 Avenue A LLC that purports to name Defendant Magnolia Cottages as the Member and Defendant Stewart as the Manager. However, upon information and belief, the company has never filed articles of amendment to the articles of organization with the Florida Secretary of State as required by the Florida LLC Act.

140. Despite this purported documentation, Defendant 2403 Avenue C LLC filed an amended annual report on November 12, 2025, confirming that the person authorized to manage the company is one of the Founders and Owners of the Prime Business.

C. Cease and Desist Letter and Additional Purported Transfers

141. On or around October 7, 2025, Plaintiffs through their counsel sent a cease and desist letter to Defendants Stewart and Magnolia Cottages explaining that the purported transfers and attempts to terminate the Master PMA or to block dates constituted breaches of the Master PMA and tortious interference with the Master PMA and the obligations in the EPA.

142. Plaintiffs through their counsel also sent a further cease and desist letter to Defendants Stewart and Magnolia Cottages on or around November 10, 2025.

143. Despite these letters, Defendants Stewart and Magnolia Cottages have been undeterred and have continued to actively participate in and facilitate the scheme to eviscerate the benefit of the bargain in the Master PMA, the EPA, and the Contribution Agreements.

144. In particular, Defendants Stewart and Magnolia Cottages have purported to provide documentation showing that they acquired the interests in Defendants 103 Park Ave AMI LLC and 6548 Sabal Dr LLC, and have purported to demand the termination of the Master PMA with respect to the properties located at 103 Park Ave, Anna Maria, Florida 34216 and 6548 Sabal Dr, Bradenton, Florida, 34205.

i. Purported Transfer of Defendant 103 Park Ave AMI LLC / 103 Park Ave

145. The transfer documentation provided for Defendant 103 Park Ave AMI LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effect as of November 10, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant Magnolia Cottages and Defendant Park Ave AMI LLC. Defendant Stewart signed on behalf of Magnolia Cottages. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 103 Park Ave AMI LLC without obtaining the consent or approval of any other person, and also that he had not entered into any obligation that would bind Defendant 103 Park Ave AMI LLC. Likewise, Defendants Stewart and Magnolia Cottages falsely represented that they did not intend to use the services of a third-party management company to manage the vacation rental bookings for the property located at 103 Park Ave.

146. The transfer was purportedly made for \$10.00 and the assumption of obligations to make payments under a mortgage loan. However, the documentation refers to real property owned by the company located at 6548 Sabal Drive that is subject to a mortgage loan despite the fact that this property is not owned by Defendant 103 Park Ave AMI LLC, but rather by Defendant 6548 Sabal Dr LLC.

147. The transfer documentation also included a purported Member Withdrawal or Resignation that was signed by one of the Founders and Owners of the Prime Business as Withdrawing Manager and Withdrawing Member. However, upon information and belief, the purported Member Withdrawal or Resignation has never been filed with the Florida Secretary of State as required by the Florida LLC Act.

148. The transfer documentation does not include anything purporting to appoint Defendant Stewart as manager of 103 Park Ave AMI LLC, and the company has not filed articles

of amendment to the articles of organization with the Florida Secretary of State as required by the Florida LLC Act or even a purported amended annual report reflecting the purported change of member and manager.

ii. Purported Transfer of Defendant 6548 Sabal Dr LLC / 6548 Sabal Dr

149. The transfer documentation provided for Defendant 6548 Sabal Dr LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effect as of November 5, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant Magnolia Cottages and Defendant 6548 Sabal Dr LLC. Defendant Stewart signed on behalf of Magnolia Cottages. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 6548 Sabal Dr LLC without obtaining the consent or approval of any other person, and also that he had not entered into any obligation that would bind Defendant 6548 Sabal Dr LLC. Likewise, Defendants Stewart and Magnolia Cottages falsely represented that they did not intend to use the services of a third-party management company to manage the vacation rental bookings for the property located at 6548 Sabal Dr.

150. The transfer was purportedly made for \$10.00 and the assumption of obligations to make payments under a mortgage loan in the original principal amount of \$3,180,000 in favor of Deutsche Bank Trust Company Americas.

151. The transfer documentation also included a purported Member Withdrawal or Resignation that was signed by one of the Founders and Owners of the Prime Business as Withdrawing Manager and Withdrawing Member. However, upon information and belief, the purported Member Withdrawal or Resignation has never been filed with the Florida Secretary of State as required by the Florida LLC Act.

152. The transfer documentation also included a purported First Amended and Restated

Operating Agreement for 6548 Sabal Dr LLC that purports to name Defendant Magnolia Cottages as the Member and Defendant Stewart as the Manager. However, upon information and belief, the company has never filed articles of amendment to the articles of organization with the Florida Secretary of State as required by the Florida LLC Act. In fact, the company has never even filed an amended annual report purporting to change the member and manager.

D. Further Breaches of the Master PMA and Tortious Conduct

153. In addition to continuing to execute additional documentation for purported transfers of additional entities, Defendants Stewart and Magnolia Cottages, as the purported owners or managers of the Defendant Seller-KS Property Companies, have also continued to demand the terminations of the Master PMA with respect to the Seller-KS Properties that Plaintiffs have refused to offboard and have insisted that they will not honor reservations booked through Plaintiff Prime.

154. Defendants Stewart and Magnolia Cottages also have continued to list the Seller-KS Properties on Airbnb, Vrbo and other similar sites and to purport to block dates from being booked through Plaintiff Prime for the Seller-KS Properties as well as other properties subject to the Master PMA.

155. Finally, Defendants Stewart and Magnolia Cottages also have continued to work in concert with one of the Founders and Owners of the Prime Business to solicit other owners of properties that have contracts with Plaintiffs to terminate those contracts and, instead, engage the services of Defendant Magnolia Cottages.

156. Defendants' intentional and material breaches of their contractual obligations and willful tortious conduct have caused Plaintiffs to suffer damages in the form of the loss of management fees as well as goodwill and reputation with both guests and other property owners.

**COUNT I: Breach of the Master PMA
(Against Defendant 48 Street LLC)**

157. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

158. As set forth above, Defendant 48 Street LLC was formed and owned and managed by the Founders and Owners of the Prime Business and had acquired and was the legal owner of the property located at 101 7th St S, Bradenton Beach, Florida 34217 at the time that the Founders and Owners of the Prime Business as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 101 7th St S, Bradenton Beach, Florida 34217, entered into the Master PMA.

159. The Founders and Owners of the Prime Business executed the Master PMA in their capacity as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 101 7th St S, Bradenton Beach, Florida 34217 owned by Defendant 48 Street LLC.

160. Accordingly, the Master PMA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business and Defendant 48 Street LLC, on the other hand.

161. At all times, Plaintiff Prime has performed in all material respects its obligations under the Master PMA.

162. The Founders and Owners of the Prime Business and Defendant 48 Street LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 101 7th St S, Bradenton Beach, Florida 34217 for a minimum period of seven years.

163. The Master PMA does not include any right for the Founders and Owners of the

Prime Business, or Defendant 48 Street LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

164. Defendant 48 Street LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant Magnolia Cottages to provide the services that are to be provided exclusively by Plaintiff Prime.

165. By reason of the breaches of the Master PMA by Defendant 48 Street LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT II: Breach of the Master PMA
(Against Defendant 9801 Gulf Drive LLC)**

166. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

167. As set forth above, Defendant 9801 Gulf Drive LLC was formed and owned and managed by the Founders and Owners of the Prime Business and had acquired and was the legal owner of the property located at 227 S Harbor Dr, Homes Beach, Florida 34217 at the time that the Founders and Owners of the Prime Business as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 227 S Harbor Dr, Homes Beach, Florida 34217, entered into the Master PMA.

168. The Founders and Owners of the Prime Business executed the Master PMA in their capacity as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 227 S Harbor Dr, Homes Beach, Florida 34217 owned by Defendant 9801 Gulf Drive LLC.

169. Accordingly, the Master PMA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business and Defendant 9801

Gulf Drive LLC, on the other hand.

170. At all times, Plaintiff Prime has performed in all material respects its obligations under the Master PMA.

171. The Founders and Owners of the Prime Business and Defendant 9801 Gulf Drive LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 227 S Harbor Dr, Homes Beach, Florida 34217 for a minimum period of seven years.

172. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 9801 Gulf Drive LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

173. Defendant 9801 Gulf Drive LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant Magnolia Cottages to provide the services that are to be provided exclusively by Plaintiff Prime.

174. By reason of the breaches of the Master PMA by Defendant 9801 Gulf Drive LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT III: Breach of the Master PMA
(Against Defendant 224 Chilson Ave)**

175. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

176. As set forth above, Defendant 224 Chilson Ave LLC was formed and owned and managed by the Founders and Owners of the Prime Business and had acquired and was the legal owner of the property located at 224 Chilson Ave, Anna Maria, Florida 34216 at the time that the Founders and Owners of the Prime Business as the “owner(s) or legally appointed representative(s)

of the Properties,” including the property located at 224 Chilson Ave, Anna Maria, Florida 34216, entered into the Master PMA.

177. The Founders and Owners of the Prime Business executed the Master PMA in their capacity as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 224 Chilson Ave, Anna Maria, Florida 34216 owned by Defendant 224 Chilson Ave LLC.

178. Accordingly, the Master PMA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business and Defendant 224 Chilson Ave LLC, on the other hand.

179. At all times, Plaintiff Prime has performed in all material respects its obligations under the Master PMA.

180. The Founders and Owners of the Prime Business and Defendant 224 Chilson Ave LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 224 Chilson Ave, Anna Maria, Florida 34216 for a minimum period of seven years.

181. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 224 Chilson Ave LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

182. Defendant 224 Chilson Ave LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant Magnolia Cottages to provide the services that are to be provided exclusively by Plaintiff Prime.

183. By reason of the breaches of the Master PMA by Defendant 224 Chilson Ave LLC,

Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT IV: Breach of the Master PMA
(Against Defendant 243 S Harbor Dr LLC)**

184. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

185. As set forth above, Defendant 243 S Harbor Dr LLC was formed and owned and managed by the Founders and Owners of the Prime Business and had acquired and was the legal owner of the property located at 243 S Harbor Dr, Holmes Beach, Florida 34217 at the time that the Founders and Owners of the Prime Business as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 243 S Harbor Dr, Holmes Beach, Florida 34217, entered into the Master PMA.

186. The Founders and Owners of the Prime Business executed the Master PMA in their capacity as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 243 S Harbor Dr, Holmes Beach, Florida 34217 owned by Defendant 243 S Harbor Dr LLC.

187. Accordingly, the Master PMA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business and Defendant 243 S Harbor Dr LLC, on the other hand.

188. At all times, Plaintiff Prime has performed in all material respects its obligations under the Master PMA.

189. The Founders and Owners of the Prime Business and Defendant 243 S Harbor Dr LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 243 S Harbor Dr, Holmes Beach, Florida 34217 for a minimum period of seven years.

190. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 243 S Harbor Dr LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

191. Defendant 243 S Harbor Dr LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant Magnolia Cottages to provide the services that are to be provided exclusively by Plaintiff Prime.

192. By reason of the breaches of the Master PMA by Defendant 243 S Harbor Dr LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT V: Breach of the Master PMA
(Against Defendant 518 Spring LLC)**

193. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

194. As set forth above, Defendant 518 Spring LLC was formed and owned and managed by the Founders and Owners of the Prime Business and had acquired and was the legal owner of the property located at 518 Spring Ave, Anna Maria, Florida 34216 at the time that the Founders and Owners of the Prime Business as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 518 Spring Ave, Anna Maria, Florida 34216, entered into the Master PMA.

195. The Founders and Owners of the Prime Business executed the Master PMA in their capacity as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 518 Spring Ave, Anna Maria, Florida 34216 owned by Defendant 518 Spring LLC.

196. Accordingly, the Master PMA is a valid and binding contract between Plaintiff

Prime, on the one hand, and the Founders and Owners of the Prime Business and Defendant 518 Spring LLC, on the other hand.

197. At all times, Plaintiff Prime has performed in all material respects its obligations under the Master PMA.

198. The Founders and Owners of the Prime Business and Defendant 518 Spring LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 518 Spring Ave, Anna Maria, Florida 34216 for a minimum period of seven years.

199. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 518 Spring LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

200. Defendant 518 Spring LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant Magnolia Cottages to provide the services that are to be provided exclusively by Plaintiff Prime.

201. By reason of the breaches of the Master PMA by Defendant 518 Spring LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT VI: Breach of the Master PMA
(Against Defendant 2403 Avenue C LLC)**

202. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

203. As set forth above, Defendant 2403 Avenue C LLC was formed and owned and managed by the Founders and Owners of the Prime Business and had acquired and was the legal owner of the property located at 2403 Avenue C, Bradenton Beach, Florida 34217 at the time that

the Founders and Owners of the Prime Business as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 2403 Avenue C, Bradenton Beach, Florida 34217, entered into the Master PMA.

204. The Founders and Owners of the Prime Business executed the Master PMA in their capacity as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 2403 Avenue C, Bradenton Beach, Florida 34217 owned by Defendant 2403 Avenue C LLC.

205. Accordingly, the Master PMA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business and Defendant 2403 Avenue C LLC, on the other hand.

206. At all times, Plaintiff Prime has performed in all material respects its obligations under the Master PMA.

207. The Founders and Owners of the Prime Business and Defendant 2403 Avenue C LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 2403 Avenue C, Bradenton Beach, Florida 34217 for a minimum period of seven years.

208. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 2403 Avenue C LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

209. Defendant 2403 Avenue C LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant Magnolia Cottages to provide the services that are to be provided exclusively by Plaintiff Prime.

210. By reason of the breaches of the Master PMA by Defendant 2403 Avenue C LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT VII: Breach of the Master PMA
(Against Defendant 128 Fillmore LLC)**

211. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

212. As set forth above, Defendant 128 Fillmore LLC was formed and owned and managed by the Founders and Owners of the Prime Business and had acquired and was the legal owner of the property located at 128 Fillmore Dr, Sarasota, Florida 34236 at the time that the Founders and Owners of the Prime Business as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 128 Fillmore Dr, Sarasota, Florida 34236, entered into the Master PMA.

213. The Founders and Owners of the Prime Business executed the Master PMA in their capacity as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 128 Fillmore Dr, Sarasota, Florida 34236 owned by Defendant 128 Fillmore LLC.

214. Accordingly, the Master PMA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business and Defendant 128 Fillmore LLC, on the other hand.

215. At all times, Plaintiff Prime has performed in all material respects its obligations under the Master PMA.

216. The Founders and Owners of the Prime Business and Defendant 128 Fillmore LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 128 Fillmore Dr, Sarasota, Florida 34236 for a

minimum period of seven years.

217. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 128 Fillmore LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

218. Defendant 128 Fillmore LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant Magnolia Cottages to provide the services that are to be provided exclusively by Plaintiff Prime.

219. By reason of the breaches of the Master PMA by Defendant 128 Fillmore LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT VIII: Breach of the Master PMA
(Against Defendant 2210 Avenue A LLC)**

220. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

221. As set forth above, Defendant 2210 Avenue A LLC was formed and owned and managed by the Founders and Owners of the Prime Business and had acquired and was the legal owner of the property located at 2210 Avenue A, Bradenton Beach, Florida 34217 at the time that the Founders and Owners of the Prime Business as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 2210 Avenue A, Bradenton Beach, Florida 34217, entered into the Master PMA.

222. The Founders and Owners of the Prime Business executed the Master PMA in their capacity as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 2210 Avenue A, Bradenton Beach, Florida 34217 owned by Defendant 2210 Avenue A LLC.

223. Accordingly, the Master PMA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business and Defendant 2210 Avenue A LLC, on the other hand.

224. At all times, Plaintiff Prime has performed in all material respects its obligations under the Master PMA.

225. The Founders and Owners of the Prime Business and Defendant 2210 Avenue A LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 2210 Avenue A, Bradenton Beach, Florida 34217 for a minimum period of seven years.

226. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 2210 Avenue A LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

227. Defendant 2210 Avenue A LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant Magnolia Cottages to provide the services that are to be provided exclusively by Plaintiff Prime.

228. By reason of the breaches of the Master PMA by Defendant 2210 Avenue A LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT IX: Breach of the Master PMA
(Against Defendant 103 Park Ave AMI LLC)**

229. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

230. As set forth above, Defendant 103 Park Ave AMI LLC was formed and owned and managed by the Founders and Owners of the Prime Business and had acquired and was the legal

owner of the property located at 103 Park Ave, Anna Maria, Florida 34216 at the time that the Founders and Owners of the Prime Business as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 103 Park Ave, Anna Maria, Florida 34216, entered into the Master PMA.

231. The Founders and Owners of the Prime Business executed the Master PMA in their capacity as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 103 Park Ave, Anna Maria, Florida 34216 owned by Defendant 103 Park Ave AMI LLC.

232. Accordingly, the Master PMA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business and Defendant 103 Park Ave AMI LLC, on the other hand.

233. At all times, Plaintiff Prime has performed in all material respects its obligations under the Master PMA.

234. The Founders and Owners of the Prime Business and Defendant 103 Park Ave AMI LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 103 Park Ave, Anna Maria, Florida 34216 for a minimum period of seven years.

235. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 103 Park Ave AMI LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

236. Defendant 103 Park Ave AMI LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant Magnolia Cottages to provide the services that are to be provided exclusively by

Plaintiff Prime.

237. By reason of the breaches of the Master PMA by Defendant 103 Park Ave AMI LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT X: Breach of the Master PMA
(Against Defendant 6548 Sabal Dr LLC)**

238. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

239. As set forth above, Defendant 6548 Sabal Dr LLC was formed and owned and managed by the Founders and Owners of the Prime Business and had acquired and was the legal owner of the property located at 6548 Sabal Dr, Bradenton, Florida, 34205 at the time that the Founders and Owners of the Prime Business as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 6548 Sabal Dr, Bradenton, Florida, 34205, entered into the Master PMA.

240. The Founders and Owners of the Prime Business executed the Master PMA in their capacity as the “owner(s) or legally appointed representative(s) of the Properties,” including the property located at 6548 Sabal Dr, Bradenton, Florida, 34205 owned by Defendant 6548 Sabal Dr LLC.

241. Accordingly, the Master PMA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business and Defendant 6548 Sabal Dr, on the other hand.

242. At all times, Plaintiff Prime has performed in all material respects its obligations under the Master PMA.

243. The Founders and Owners of the Prime Business and Defendant 6548 Sabal Dr LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and

collect management fees from the property located at 6548 Sabal Dr, Bradenton, Florida, 34205 for a minimum period of seven years.

244. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 6548 Sabal Dr LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

245. Defendant 6548 Sabal Dr LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant Magnolia Cottages to provide the services that are to be provided exclusively by Plaintiff Prime.

246. By reason of the breaches of the Master PMA by Defendant 6548 Sabal Dr LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**Count XI: Tortious Interference with the Master PMA
(Against Defendants Kiri Stewart and Magnolia Cottages)**

247. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

248. The Master PMA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business, the Defendant Seller-KS Property Companies, and the other limited liability companies that own the Properties listed in the Schedule of Real Property, on the other hand.

249. The Founders and Owners of the Prime Business agreed on behalf of themselves and the Defendant Seller-KS Property Companies (and the other limited liability companies that owned the other Properties) that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the Seller-KS Properties (and the other Properties) for a minimum period of seven years.

250. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or the Defendant Seller-KS Property Companies or any of the other limited liability companies that owned the other Properties to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

251. Upon information and belief, Defendants Stewart and Magnolia Cottages were at all material times aware of the Master PMA and its terms because their business partner and attorney, Louis Najmy, Esq., represented the Founders and Owners of the Prime Business and the Defendant Seller-KS Property Companies (and certain other limited liability companies) with respect to the Master PMA, Defendant Stewart owned interests in certain limited liability companies that owned properties subject to the Master PMA at the time of the execution of the Master PMA, one of the Founders and Owners of the Prime Business is Defendant Stewart's romantic partner and the father of her children, and Defendant Stewart is the owner and manager of Defendant Magnolia Cottages.

252. Defendants Stewart and Magnolia Cottages have intentionally and unjustifiably acted to cause the Founders and Owners of the Prime Business and the Defendant Seller-KS Property Companies to breach the Master PMA by participating in a scheme to transfer interests in the Defendant Seller-KS Property Companies to Defendant Magnolia Cottages and to facilitate the purported resignations of the Founders and Owners of the Prime Business and the appointment of Defendant Stewart as manager of the Defendant Seller-KS Property Companies.

253. Defendants Stewart and Magnolia Cottages have facilitated the scheme by purporting to execute transfer documentation that contains false representations and failing to comply with the requirements of the Florida LLC Act.

254. By virtue of the foregoing, the Founders and Owners of the Prime Business and the

Defendant Seller-KS Property Companies have breached the Master PMA.

255. By reason of the tortious interference with the Master PMA by Defendants Stewart and Magnolia Cottages, Plaintiffs have suffered damages in excess of \$5 million dollars.

**COUNT XII: Tortious Interference with the EPA and
Contribution Agreements
(Against Defendants Kiri Stewart and Magnolia Cottages)**

256. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

257. The EPA is a valid and binding contract between Plaintiff Prime, on the one hand, and the Founders and Owners of the Prime Business and certain other seller entities, on the other hand.

258. The Contribution Agreements are valid and binding contracts between Plaintiff GSP Prime Holdings, on the one hand, and each of the Founders and Owners of the Prime Business, on the other hand.

259. The Founders and Owners of the Prime Business agreed in the EPA to abide by the Restrictive Covenants, including the Non-Competition Covenant, the Non-Solicit of Employees Covenant, and the Non-Solicit of Customers and Non-Interference Covenants, for a period of seven years and further agreed in the Contribution Agreements to contribute their respective Personal Goodwill—including their “close business relationships with customers and vendors, trade secrets, knowledge, intellectual property, and intangible assets related to the [Prime] Business”—to GSP Prime Holdings in exchange for rollover equity valued at \$35 million.

260. Upon information and belief, Defendants Stewart and Magnolia Cottages were at all material times aware of the EPA and the Contribution Agreement and the terms of those agreements because their business partner and attorney, Louis Najmy, Esq., represented

the Founders and Owners of the Prime Business with respect to the EPA and the Contribution Agreement, Defendant Stewart owned interests in certain limited liability companies that owned properties subject to the Master PMA that was executed in connection with the EPA, one of the Founders and Owners of the Prime Business is Defendant Stewart's romantic partner and the father of her children, and Defendant Stewart is the owner and manager of Defendant Magnolia Cottages.

261. Defendants Stewart and Magnolia Cottages have intentionally and unjustifiably acted to cause the Founders and Owners of the Prime Business to purport to transfer their interests in the Defendant Seller-KS Property Companies to Defendant Magnolia Cottages for the purpose of attempting to terminate the Master PMA and also to solicit other property owners to terminate their agreements with Plaintiff Prime and to engage the services of Defendant Magnolia Cottages.

262. Defendants Stewart and Magnolia Cottages have facilitated the scheme by, among other things, purporting to execute transfer documentation that contains false representations and failing to comply with the requirements of the Florida LLC Act.

263. By virtue of the foregoing, the Founders and Owners of the Prime Business and the Defendant Seller-KS Property Companies have breached their obligations under the EPA and the Contribution Agreements.

264. By reason of the tortious interference with the EPA and the Contribution Agreements by Defendants Stewart and Magnolia Cottages, Plaintiffs have suffered damages in excess of \$5 million dollars.

**COUNT XIII: Unfair Competition
(Against Defendants Kiri Stewart and Magnolia Cottages)**

265. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if fully set forth herein.

266. Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) provides a civil cause of action for “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla. Stat § 501.204(1).

267. Defendants Stewart and Magnolia Cottages operate a vacation rental property management business in the same geographic area as Plaintiffs and are competitors of Plaintiffs.

268. Defendants Kiri Stewart and Magnolia Cottages have engaged in the various deceptive acts described above in concert with the Founders and Owners of the Prime Business to divert the business of the Defendant Seller-KS Property Companies and other former customers of Plaintiffs to Defendant Magnolia Cottages.

269. Defendants Stewart and Magnolia Cottages also have engaged in the various deceptive acts described above in concert with the Founders and Owners of the Prime Business to facilitate the misappropriation of the founders’ Personal Goodwill, which rightfully belongs to Plaintiffs, and have used such Personal Goodwill for their own competitive advantage to the detriment of Plaintiffs.

270. Plaintiffs have been harmed by the loss of the business of the Defendant Seller-KS Property Companies, the loss of other customers caused by the collusion with the Founders and Owners of the Prime Business to facilitate breaches of the Restrictive Covenants, and also by the misappropriation of the founders’ Personal Goodwill.

271. By reason of the deceptive and unfair trade practices employed by Defendants Stewart and Magnolia Cottages Plaintiffs have suffered damages in excess of \$5 million.

WHEREFORE, Plaintiffs respectfully requests this Court enter judgment in favor of Plaintiffs against Defendants, award Plaintiffs compensable damages in an amount to be proved at trial but in an amount not less than \$5,000,000, in addition to a temporary restraining order,

preliminary injunction and permanent injunction prohibiting Defendants from continuing to engage in unfair and deceptive trade practices, and award Plaintiffs their reasonable attorneys' fees and costs and such further relief as the Court deems just and proper.

CERTIFICATE OF SERVICE

Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), Plaintiff's counsel hereby designates its primary email address for the purposes of email service as: cnigro@WilliamsParker.com, jwagner@williamsparker.com, coakley@williamsparker.com and mwengerd@williamsparker.com.

WILLIAMS PARKER HARRISON
DIETZ & GETZEN

/s/ Christopher M. Nigro

Christopher M. Nigro, Esquire

Florida Bar No. 56590

E. John Wagner II, Esquire

Florida Bar No. 167551

Carson L. Oakley, Esquire

Florida Bar No. 1059382

50 Central Avenue, 8th Floor

Sarasota, Florida 34236

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pw@pwlawyers.com

jpg@pwlawyers.com

**pro hac vice* forthcoming

9392562.v1



Master Property Rental and Management Agreement

1. **PARTIES:** This agreement ("Agreement") is made on September 18, 2024, and shall be effective as of the date hereof (the "Effective Date") by and among (a) Shawn Kaleta ("Kaleta") and Roman Eckert, as the owner(s) or legally appointed representative(s) of the Properties (as defined below) ("Owners"), (b) Prime Vacations LLC ("Agent") and (c) each of AMI Locals, LLC, AMI Sunshine Vacations LLC, Anna Maria Island Accommodations, LLC, Tropical Sands Accommodations, LLC, Siesta Key Luxury Rental Properties, LLC, and Lido Key Vacations LLC (collectively, the "PMCs" and each a "PMC").
2. **PROPERTIES:**
 - a. Attached hereto is a schedule of real property (collectively, the "Properties"), including names (as applicable), addresses, the applicable Owner(s), and the applicable PMC(s) that will provide the Services (as defined below) at each of the Properties pursuant to this Agreement.
 - b. Kaleta shall provide prompt written notice to Agent upon the purchase or development by Kaleta or any of his affiliates of any real properties within the geographic areas in which the PMCs provide services during the initial seven-year Term (as defined below), and Kaleta or his affiliates shall be subject to the terms and conditions hereof as "Owner(s)" of, and with respect to, such additional properties. The schedule of Properties appended hereto shall be updated from time to time, as applicable, to reflect the foregoing. For purposes of this Section 2(b), an "affiliate" means any entity in which Kaleta or any entity he controls, directly or indirectly, has a controlling interest or serves as director, manager, general partner or other comparable role with controlling authority.
 - c. Each Property refers to the entire premises at the scheduled address, unless any area (e.g., shed, owners' storage closet, garage, room, or cabinet) is expressly excluded by agreement in writing between Owner(s) of such Property and Agent (a "Restricted Area").
 - d. Each Owner, as applicable, is solely liable for the security of the Properties. If any Property-related equipment (e.g., HVAC, cable/internet) is located on the premises, Owners must provide Agent keys or access codes to allow Agent or vendors to access these areas when necessary (as determined by Agent). The main electrical panel, main water shutoff valve, and main gas shutoff valve (if applicable) may not be located in a Restricted Area.

3. **EFFECTIVE DATE AND TERM:**

- a. The term of this Agreement shall begin on the Effective Date and shall be for a seven (7) -year period (the "Term"). The Term shall automatically renew for successive one-year periods unless an Owner or Agent provides written notice of non-renewal to the other party at least 90 days prior to the beginning of the next renewal period, in which case, this Agreement shall terminate with respect to the Property(ies) listed in such notice.
 - b. During the Term, any transfer, sale or other conveyance of a Property by its Owner(s) to a third party shall be contingent upon the third-party purchaser's agreement to enter into a Property Rental and Management Agreement with the applicable PMC and Agent on substantially the same terms and conditions set forth in this Agreement and for a term of no less than one (1) year, provided that the foregoing shall not apply in the event that, for such one-year period, such purchaser represents that it does not intend to utilize the services of any third-party property management company.
4. **SERVICES:** With respect to the Properties, the applicable PMC(s) shall perform the services listed on the schedule of services appended hereto (the "Services") and as described in this Agreement.
5. **MANAGEMENT FEE:** As set forth in the schedule of Services, Agent shall collect rental income and all other fees in connection with rental reservations at each of the Properties. Agent shall retain (on behalf of the applicable PMCs) as a management fee (A) 20% of the base rental income and (B) 20% of any early/late check-in/check-out fees collected. Rental income and fees owing to Owners shall not be deemed earned and shall not be disbursed until the guest stay has been completed.
6. **OTHER FEES:** Agent, on behalf of the applicable PMC(s), may collect other fees from guests, such as:
- a. **Host Fee:** To offset credit card processing fees and other external administrative costs.
 - b. **Damage Fee:** To cover accidental guest damages. Agent may retain any surplus of damage fees collected.
 - c. **Cleaning & Linen, Pet Fees:** To pay for third-party cleaning costs.
 - d. **Other Fees:** Agent may collect other discretionary fees for concierge services or other fees not identified in this Agreement to provide services to guests and/or offset the credit card processing fees and administrative costs of these services.
7. **OWNER STATEMENT AND PROCEEDS DISBURSEMENT:** No later than the 21st day of each month, Agent will provide Owner(s) with a statement of income and expenses for the Property for the prior calendar month. Income will reflect rents collected for stays ending in the prior month. Expenses will reflect invoices paid by Agent or the PMC(s) in the prior month.
- Positive net proceeds will be electronically disbursed to Owners' bank no later than the 21st of each month, but the timing of availability in Owners' account may vary. If expenses exceed income, Owners agree to pay to Agent the excess promptly upon receipt of the monthly statement. Guest payments which have not cleared will be held until the next statement after they clear.

In the event of any credit card chargebacks, Agent will use commercially reasonable efforts to contest such chargebacks, including, as necessary and in Agent's discretion, by filing suit. Any expenses incurred by Agent in connection with the foregoing shall be recoverable by Agent directly from rental income received or otherwise by demand from Owner(s). Chargeback amounts shall not be disbursed to Owners until final resolution of such disputed amounts. If already disbursed in a prior month, Agent reserves the right to deduct such amount from the next disbursement(s) to Owners.

Upon termination of the Agreement, Agent may retain a reserve for all known or estimated uninvoiced expenses, plus up to \$2500 for unknown expenses, for up to 120 days after termination to cover final expenses. This reserve will be detailed in the monthly statement, which, notwithstanding termination, Agent will continue to provide to Owner(s) until the balance is zero.

8. **MINIMUM STANDARDS:** Owners will furnish and equip the Properties according to the attached inventory schedule. Basic cable (at a minimum) and wireless high-speed internet are mandatory utilities. A local phone is required for Properties in Holmes Beach, FL. Pools, if applicable, will be heated to maintain a minimum temperature of 83°F.

Short-stay rental Properties encounter much higher wear-and-tear to furniture, fixtures, appliances, and high-traffic areas than a traditional home. The PMC will proactively advise Owners when repair, replacement, or remodeling is recommended. The PMC will work with Owners to schedule the work at a cost-effective time to balance lost income with expenses and maintain a high standard of quality.

Guests are charged for a standard, post-departure clean. In addition, deep cleanings will be performed at least one time per year or more often depending on the frequency of occupancy, in the PMC's reasonable discretion.

9. **PREVENTATIVE MAINTENANCE:** All properties managed by the PMCs are enrolled in Agent's preventative maintenance program. This program is designed to proactively address frequent failure points in properties to avoid costly service calls. More information about the services included in this program and the current cost are included in Property Onboarding Form accompanying this Agreement. The specific services and charges are subject to change with prior notice to Owners.

10. **ROUTINE REPAIRS:** Owners authorize the PMC to make, cause to be made, and supervise repairs and alterations, including the purchase of materials and/or the work of third parties. The PMC agrees to secure the prior approval of Owners for any expense greater than \$2500, excluding regular and recurring operating expenses. However, exigent or emergency repairs may require, and Owners hereby authorize, the PMC to perform or authorize repairs without prior Owner approval if, in the sole discretion of the PMC, such repairs are necessary to protect the Property from damage and/or to maintain services to the tenants as called for in their rental agreement.

Owners shall deliver to the PMC copies of any service contracts or warranties in force, including terms of coverage. If information is not provided, the PMC shall assume none exist.

Owners may direct the PMC to a preferred vendor for maintenance and repairs. The PMC has sole discretion to use preferred vendor, subject to vendor agreeing to work with the PMC and comply with the PMC's processes and task management tools.

11. **DAMAGES TO PROPERTY:** The PMC will make commercially reasonable efforts to inspect each Property following every guest stay to identify any damages to the Property. The PMC charges a non-refundable damage fee which can cover or offset accidental damage costs due from the guests if all terms are met. Depending on booking channel, guests may also be offered an optional protection plan, offered by that channel, to cover damages. Irrespective of participation in any protection plan, guests, Owners, and/or the homeowner's property insurance are ultimately responsible for the costs of any damage and/or litigation to resolve claims. The PMC shall not be liable for any damages, nor for failure to identify damages, to the Property or its contents.
12. **KEYS AND ACCESS:** For all Properties with compatible doors and where not otherwise prohibited, the PMC requires the installation of a VillaControl access system and compatible locks. Where VillaControl is incompatible or prohibited, Owners will provide one full set of keys and, where applicable, pool or common area keys, mailbox key, and/or a garage door opener. Where applicable, key fobs may be provided in lieu of keys.
13. **SECURITY CAMERA POLICY:** Security cameras are allowed at the discretion of Owners. Owners must disclose to the PMC the location of all cameras, their field of view, their audio recording capability, and the recording retention period. Cameras are not permitted in any interior location where Guests are permitted access. All cameras will be clearly disclosed to potential guests in the Property listing and posted signs at the Property. If a camera has a view of the pool area, all guests will be required to e-sign an additional acknowledgement and will be given an extended, penalty-free cancelation option. Owners acknowledge that the use of any cameras at the Property is likely to have a substantial negative impact to bookings and revenue for the Property.
14. **UTILITIES AND PROPERTY SERVICES:** The PMC will, at Owners' discretion, manage all recurring utilities and property services including electric, gas (if applicable), water, trash, cable/phone/internet, HVAC, landscaping, pest control, pool service (if applicable), and elevator service (if applicable). If elected by Owners, vendors will send invoices directly to the PMC who will pay on Owners' behalf. Such invoice expenses will be deducted from Property income and reported on the monthly statement.
15. **RESTRICTIONS ON GUEST AGE, NIGHTLY RENT, STAY LENGTH, AND PETS:** Agent's rental agreement requires all guests under the age of 25 to be accompanied by their legal guardians. Owners, at their discretion, may direct Agent to require a minimum stay length, minimum nightly rent, and to prohibit pets. Agent will use commercially reasonable efforts to ensure compliance with the minimum age policy and Owners' directives in connection therewith.
16. **MORTGAGE, PROPERTY TAX, AND PROPERTY INSURANCE:** Owners are responsible for payment of the mortgage (if applicable), property tax, and any insurance policies associated with the Property, including, but not limited to, homeowner's insurance and flood insurance (if applicable). Owners shall ensure the Property is properly insured for vacation rental purposes, including, but not limited to, homeowner's insurance with applicable endorsement, landlord's insurance/rental property insurance, or public/personal liability insurance with commercially

reasonable policy limits. Owners shall indemnify Agent for any damages suffered as a result of any lapse in, or failure by Owners to maintain, the aforementioned insurance coverage.

(a) Owners agree to maintain public liability insurance coverage on each applicable Property at all times in an amount not less than \$1,000,000 per occurrence and shall furnish Agent with a certificate of property insurance annually.

(b) Owners shall cause Agent and each applicable PMC to be named as an additional insured on liability policy.

17. **TAXES:** By renting a Property, Owner(s) are subject to sales tax and resort tax as imposed by state and/or local taxing authorities. Agent will remit these taxes to the taxing authorities on behalf of Owner, and shall be reimbursed for such taxes pursuant to the monthly invoicing and reimbursement process set forth herein.
18. **CONDOMINIUM/HOMEOWNERS ASSOCIATIONS:** If applicable, Owners shall directly pay any condominium maintenance fees and/or Homeowner Association fees. Where applicable, the lease shall be subject to the Declaration of Condominium and/or the Rules and Regulations of the Association and the Board of Directors, and Owners are responsible for providing Agent with a copy of such. Owners agree that Agent is not liable for the payment of any fees, fines, or assessments levied by the Association.
19. **TERMINATION:** The parties hereto may terminate this Agreement with respect to any Property at any time by mutual written consent of Agent and the relevant Owner(s) and PMC(s) of such Property. Agent reserves the right to terminate this Agreement with respect to any Property immediately with written notice to Owner(s) of such Property if, in the opinion of Agent's legal counsel, such Owner's actions or inaction are illegal or improper, or jeopardize the safety or welfare of any tenants or other persons. All expenses paid by Agent on behalf of the Property shall remain due upon and after termination, and Agent is authorized to withhold and retain an amount equal to these expenses from the final disbursement to Owners.
20. **SALE OF PROPERTY:** Owners shall notify Agent in writing no later than thirty days after signing a listing contract. Owners shall require any person showing the Property to communicate first with Agent to facilitate the least disturbance to guests occupying the unit.
21. **EXCLUSIVITY AND AUTHORITY:** For the Term of this Agreement, Agent has the exclusive right to provide the Services to the Properties, and Owners shall not engage any other party to provide such services during the Term. Agent has sole discretion to screen and approve or deny prospective tenants. Owner has the right to set and modify rental rates if Owner chooses. Agent has the right to offer discounts and refunds to guests at its discretion. Owners agree to hold Agent harmless for any failure to secure tenants for Owners, any cancellation by the tenants, and/or failure to collect any rents or monies due from tenants for any reason. Agent shall provide Owner a dedicated log in and unrestricted access to the property management accounts for Agent's property management software, to include the ability for Owner to adjust rental rates across all Properties.
22. **LEGAL ACTIONS AGAINST TENANTS:** Any legal notices, institution of eviction, and/or damage proceedings against tenants, through the courts or otherwise, must be taken by each Owner individually. Agent will use commercially reasonable efforts to assist Owners in connection with the foregoing at Owners' expense.

23. **ENVIRONMENTAL HAZARDS AND INJURIES SUFFERED BY TENANT(S):** Owners affirm no environmental hazards, including but not limited to mold, mildew, smoke odors, allergens, lead-based paint, are known by Owners to be present on the premises at any Property. Owners also affirm that no other safety hazards are known by Owners to be present on the premises at any Property.
24. **COMPLIANCE WITH STATUTES:** Owners agree to comply with all statutes, ordinances, laws, rules, and orders of any Federal, State, or local government or department or officer having jurisdiction respecting the use, operation, or construction of the Properties. In accordance with Federal and State laws, Owners shall not ask about, or expect Agent to place any restriction on any Property based on, a prospective tenant's race, color, national origin, sex, handicap, social status, religion, or other class protected by law.
25. **HURRICANES/TROPICAL STORMS/ACTS OF GOD:** Agent shall not be responsible to take any precautionary measures to avoid any damages from any acts of God, including hurricanes, tropical storms, floods, tsunamis or other weather conditions or natural disasters.
26. **INDEMNIFICATION:** Owners shall indemnify, defend, and hold harmless Agent, the PMCs and their respective employees, managers, directors, owners, affiliates, representatives and agents (the "Indemnified Parties") from all claims, suits, judgments, awards, settlements, assessments, liabilities, penalties, damages, costs, losses, and expenses incurred or suffered by the Indemnified Parties arising from this Agreement or from any injury to, or death of, any person and/or damages to any property occurring on or about the premises of the Properties, in each case that are not caused by the gross negligence or willful misconduct of Agent, the PMCs, or their respective employees or agents.
27. **FACSIMILE SIGNATURES:** The parties agree that this Agreement may be executed by facsimile, email, or digital signature (e-sign), binding as if originals.
28. **ENTIRE AGREEMENT; ASSIGNMENT; AMENDMENT.** This Agreement (a) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, both written and oral, between any of the parties with respect to the subject matter hereof and (b) shall not be assigned or delegated by operation of law or otherwise without the prior written consent of (i) with respect to any Owner, Agent and the applicable PMC(s), (ii) with respect to the PMCs, Agent and the applicable Owner(s), and (iii) with respect to Agent, Owners. This Agreement may be amended at any time, but only by an instrument in writing signed by the parties.
29. **GOVERNING LAW:** The interpretation and construction of this Agreement and all matters relating hereto (including the validity or enforcement of this Agreement), shall be governed by the laws of the State of Florida without regard to any conflicts or choice of laws provisions of the State of Florida that would result in the application of the law of any other jurisdiction.
30. **SERVICE OF PROCESS:** Each party hereby (a) consents to service of process in any lawsuit between or among the parties arising in whole or in part under or in connection with this Agreement in any manner permitted by Florida law, (b) agrees that service of process made in accordance with clause (a) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 33, will constitute good and valid service of process in any such lawsuit and (c) waives and agrees not to assert (by way of motion, as a defense or


otherwise) in any such lawsuit any claim that service of process made in accordance with clause (a) or (b) does not constitute good and valid service of process.

31. **WAIVER OF JURY TRIAL:** EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.
32. **LIMITATION OF LIABILITY:** EACH OF AGENT AND PMC AND THEIR RESPECTIVE AFFILIATES AND ITS AND THEIR RESPECTIVE MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS ("PRIME PARTIES") SHALL NOT BE LIABLE TO THE OWNERS, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE FOREGOING, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE, BAD FAITH, SELF-DEALING OR INTENTIONAL MISCONDUCT OF THE PRIME PARTIES. THE PRIME PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRIME PARTIES' AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO THE AMOUNT OF FEES PAID FOR SERVICES UNDER THIS AGREEMENT (OR IF THE CLAIM ARISES FROM AN ADDENDUM TO THIS AGREEMENT, UNDER THE APPLICABLE ADDENDUM) DURING THE 12-MONTH PERIOD PRIOR TO THE ALLEGED BREACH (THE "LIABILITY CAP"). The Liability Cap is the total limit of the Prime Parties' aggregate liability for any and all claims or demands by anyone pursuant to this Agreement, including liability to the Owners, and to any others making claims relating to the Services provided by Agent and each PMC pursuant to this Agreement.
33. **NOTICES:** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by overnight delivery service from a national carrier, by registered or certified mail (postage prepaid, return receipt requested) or by email (so long as such email is actually received by the receiving server and no error message is generated) to the respective parties at the notice addresses set forth on the signature page hereto.

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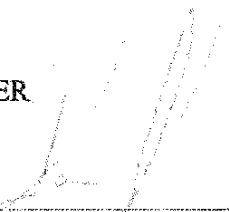
AS AGREED,

OWNER

Signed by:

E3657E03ADAE44E
Shawn T. Kaleta

Address for Notices: 102 48th Street
Holmes Beach, FL 34217
Email: shawnkaleta@yahoo.com

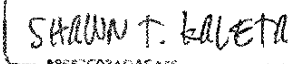
OWNER


Roman Eckert

Address for Notices: 2024 Alameda Ave
Sarasota, FL 34234

Email: roman.eckert@vivre-invest.com

PRIME VACATIONS LLC, as Agent

Signed by:

E3657E03ADAE44E
By: Shawn T. Kaleta
Name: Shawn T. Kaleta
Its: Manager
Address for Notices: 102 48th Street
Holmes Beach, FL 34217
Email: shawnkaleta@yahoo.com

[Signature Page to Management Services Agreement]

PMCs:

AMI LOCALS, LLC

Signed by:
By: SHAWN T. KAleta
Name: Shawn T. Kaleta
Title: Manager

**TROPICAL SANDS ACCOMMODATIONS,
LLC**

Signed by:
By: SHAWN T. KAleta
Name: Shawn T. Kaleta
Title: Manager

**ANNA MARIA ISLAND
ACCOMMODATIONS, LLC**

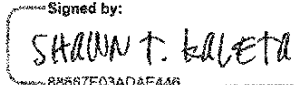
Signed by:
By: SHAWN T. KAleta
Name: Shawn T. Kaleta
Title: Manager

**SIESTA KEY LUXURY RENTAL
PROPERTIES, LLC**

Signed by:
By: SHAWN T. KAleta
Name: Shawn T. Kaleta
Title: Manager

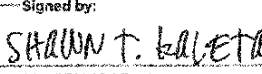
[Signature Page to Management Services Agreement]

AMI SUNSHINE VACATIONS LLC

By: Signed by:

89587E03ADAFAA6
Name: Shawn T. Kaleta
Title: Manager

LIDO KEY VACATIONS LLC

By: **Siesta Key Resort JV LLC, its Manager**

By: Signed by:

89587E03ADAFAA6
Name: Shawn T. Kaleta
Title: Manager

[Signature Page to Management Services Agreement]