

**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.

JENNIFER WARREN-KALETA, AMI PREMIER
PROPERTIES, INC., 91 AVENIDA VENECCIA LLC,
PALMETTO PANAMA LLC, RE 106 9TH LLC, 107
MAPLE AVE LLC, 117 PALM AVE LLC, 3605 GULF
DR LLC, 112 PALM AVE LLC, 107 PALM LLC,
3602 6TH LLC, ISLAND SAVVY VENTURES, LLC,
209 65TH LLC, 100 73RD LLC, 216 PALMETTO AVE
LLC, 305 MAGNOLIA LLC, 9405 GULF DRIVE LLC,
303 PINE LLC, 104 9TH ST SK LLC, GULF VIEW
BEACH HOUSE LLC, 301 22ND LLC,
741 JACARANDA LLC, and 307 MAGNOLIA 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 Jennifer Warren-Kaleta ("Warren-Kaleta") and her affiliated company, AMI Premier Properties, Inc. ("AMI Premier"), as well as 91 Avenida Venecchia LLC, Palmetto Panama LLC, RE 106 9th LLC, 107 Maple Ave LLC, 117 Palm Ave LLC, 3605 Gulf Dr LLC, 112 Palm Ave LLC, 107 Palm LLC, 3602 6th LLC, Island Savvy Ventures, LLC, 209 65th LLC, 100 73rd LLC, 216 Palmetto Ave LLC, 305 Magnolia LLC, 9405 Gulf Drive LLC, 303 Pine LLC, 104 9th St SK LLC, Gulf View Beach House LLC, 301 22nd LLC, 741 Jacaranda LLC, and 307 Magnolia LLC

(collectively, the “Seller-JK Property Companies” and together with Warren-Kaleta and AMI Premier, “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-JK Property Companies and 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 (EPA, § 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) (id., 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 (id., 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-JK Property Companies:

- 91 Avenida Venecia, Sarasota, Florida 34242 owned indirectly by the founders of the Prime Business and directly by Defendant 91 Avenida Venecia LLC;
- 109 Palmetto Avenue, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant Palmetto Panama LLC;
- 106 9th Street S, Bradenton Beach, Florida 34217 owned indirectly by one of the founders of the Prime Business and directly by Defendant RE 106 9th LLC;
- 107 Maple Avenue, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 107 Maple Ave LLC;
- 117 Palm Avenue, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 117 Palm Ave LLC;
- 3605 Gulf Drive, Units #1-6, Holmes Beach, Florida 34217 owned indirectly by

one of the founders of the Prime Business and directly by Defendant 3605 Gulf Dr LLC;

- 112 Palm Avenue, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 112 Palm Ave LLC;
- 107 Palm Avenue, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 107 Palm LLC;
- 3602 6th Avenue, Holmes Beach, Florida 34217 owned indirectly by one of the founders of the Prime Business and directly by Defendant 3602 6th LLC;
- 428 Magnolia Avenue, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant Island Savvy Ventures, LLC;
- 207 65th Street, Holmes Beach, Florida 34218 owned indirectly by one of the founders of the Prime Business and directly by Defendant 209 65th LLC;
- 100 73rd Street, Units 102 [103B], 117 [203C], and 118 [202C], Holmes Beach, Florida 34217 owned indirectly by one of the founders of the Prime Business and directly by Defendant 100 73rd LLC;
- 216 Palmetto Avenue, Anna Maria, Florida 34218 owned indirectly by one of the founders of the Prime Business and directly by Defendant 216 Palmetto Ave LLC;
- 305 Magnolia Avenue, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 305 Magnolia LLC;
- 9405 Gulf Drive, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 9405 Gulf Drive LLC;
- 94 North Shore Drive, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 303 Pine LLC;
- 104 9th Street S, Bradenton Beach, Florida 34217 owned indirectly by one of the founders of the Prime Business and directly by Defendant 104 9th St SK LLC;
- 105 4th Street N, Bradenton Beach, Florida 34217 owned indirectly by one of the founders of the Prime Business and directly by Defendant Gulf View Beach House LLC;
- 2119 Avenue B Bradenton Beach, Florida 34217 owned indirectly by one of the founders of the Prime Business and directly by Defendant 301 22nd LLC;
- 741 Jacaranda Road, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 741 Jacaranda LLC; and

- 307 Magnolia Avenue, Anna Maria, Florida 34216 owned indirectly by one of the founders of the Prime Business and directly by Defendant 307 Magnolia LLC.

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

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

12. Upon information and belief, Defendants Warren-Kaleta and AMI Premier 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-JK Property Companies (and certain other limited liability companies) with respect to the Master PMA, Defendant Warren-Kaleta 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 Warren-Kaleta’s ex-husband and the father of her children, and Defendant Warren-Kaleta is the owner and manager of Defendant AMI Premier.

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-JK Property Companies that own the Seller-JK Properties that are subject to the Master PMA, to Defendant AMI Premier, which is ostensibly owned and controlled by Defendant Warren-Kaleta.

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-JK Property Companies that owned the Seller-JK 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 Warren-Kaleta and AMI Premier 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-JK Properties.

15. Upon information and belief, Defendants Warren-Kaleta and AMI Premier 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 AMI Premier would itself be engaged by the Seller-JK Property Companies to act as a third party management company to manage the vacation rental bookings for the Seller-JK Properties. Moreover, Defendants Warren-Kaleta and AMI Premier 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-JK Properties owned by the Seller-JK 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 Warren-Kaleta as the purported manager of Defendant AMI Premier and the Defendant Seller-JK Property Companies has caused the Defendant Seller-JK Property Companies to engage Defendant AMI Premier to provide services to the Seller-JK Properties in violation of the express terms of the Master PMA.

17. In addition, Defendants Warren-Kaleta and AMI Premier 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 Warren-Kaleta and AMI Premier 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 Warren-Kaleta and AMI Premier, 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 Warren-Kaleta and AMI Premier to provide services that Plaintiff Prime has the exclusive right to provide under the express terms of the Master PMA.

18. Defendants Warren-Kaleta and AMI Premier 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 AMI Premier 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 one of the founders of the Prime Business. More specifically, on or around September 14, 2025, one of the founders of the Prime Business told

Plaintiff Prime's Chief Operating Officer, John Munn, during an in-person meeting that he has no intention of honoring his obligations to allow Plaintiff Prime to provide services to and collect management fees from the Properties subject to the Master PMA and, instead, planned to continue to enter into transfer agreements purporting to transfer his interests in the limited liability companies in an effort to frustrate performance of and terminate the Master PMA.

20. Accordingly, Plaintiffs bring this action for equitable relief to enforce their agreements with the Defendant Seller-JK 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-JK Properties owned by the Defendant Seller-JK 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-JK 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-JK Properties directly owned by the Seller-JK 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 Jennifer Warren-Kaleta is an individual, who, on information and belief, resides and conducts business at 101 Willow Avenue, Anna Maria, Florida 34216. Jennifer is the owner and manager of Defendant AMI Premier and also purports to be the indirect owner and the manager of the Defendant Seller-JK Property Companies. Defendant Warren-Kaleta is the ex-wife of one of the Founders and Owners of the Prime Business.

25. Defendant AMI Premier Properties, Inc., is a Florida corporation organized and existing under the laws of Florida, with its principal place of business at 101 Willow Avenue, Anna Maria, Florida 34216. The company was formed pursuant to articles of incorporation filed on

April 24, 2025 stating that the registered agent is Jennifer Warren-Kaleta and the incorporator is Jennifer Warren-Kaleta.

26. Defendant 91 Avenida Venecia LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 91 Avenida Venecia, Sarasota, Florida 34242. 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 91 Avenida Venecia LLC, which owned the property located at 91 Avenida Venecia, Sarasota, Florida 34242.

27. Defendant Palmetto Panama LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 109 Palmetto Avenue, Anna Maria, Florida 34216. 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 Palmetto Panama LLC, which owned the property located at 109 Palmetto Avenue, Anna Maria, Florida 34216.

28. Defendant RE 106 9th LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 106 9th St S, Bradenton Beach, Florida 34217. 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 RE 106 9th LLC, which owned the property located at 106 9th Street S, Bradenton Beach, Florida 34217.

29. Defendant 107 Maple Ave LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 107 Maple Avenue, Anna Maria, Florida 34216. 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 107

Maple Ave LLC, which owned the property located 107 Maple Avenue, Anna Maria, Florida 34216.

30. Defendant 117 Palm Ave LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 117 Palm Avenue, Anna Maria, Florida 34216. 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 117 Palm Ave LLC, which owned the property located at 117 Palm Avenue, Anna Maria, Florida 34216.

31. Defendant 3605 Gulf Dr LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 3602 Gulf Drive, Holmes Beach, Florida 34217. 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 3605 Gulf Dr LLC, which owned the properties located at 3605 Gulf Drive, Units #1-6, Holmes Beach, Florida 34217.

32. Defendant 112 Palm Ave LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 112 Palm Avenue, Anna Maria, Florida 34216. 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 112 Palm Ave LLC, which owned the property located at 112 Palm Avenue, Anna Maria, Florida 34216.

33. Defendant 107 Palm LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 107 Palm Avenue, Anna Maria, Florida 34216. 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 107 Palm LLC, which owned the property located at 107 Palm Avenue, Anna Maria, Florida 34216.

34. Defendant 3602 6th LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 3602 6th Avenue, Holmes Beach, Florida 34217. 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 3602 6th LLC, which owned the property located at 3602 6th Avenue, Holmes Beach, Florida 34217.

35. Defendant Island Savvy Ventures, LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 428 Magnolia Avenue, Anna Maria, Florida 34216. 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 Island Savvy Ventures LLC, which owned the property located at 428 Magnolia Avenue, Anna Maria, Florida 34216.

36. Defendant 209 65th LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 207 65th Street, Holmes Beach, Florida 34218. 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 209 65th LLC, which owned the property located at 207 65th Street, Holmes Beach, Florida 34218.

37. Defendant 100 73rd LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 100 73rd Street, Unit 117, Holmes Beach, Florida 34217. 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 100 73rd LLC, which owned the properties located at 100 73rd Street, Units 102 [103B], 117 [203C], and 118 [202C], Holmes Beach, Florida 34217.

38. Defendant 216 Palmetto Ave LLC is a limited liability company organized and

existing under the laws of Florida, with its principal place of business at 216 Palmetto Avenue, Anna Maria, Florida 34218. 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 216 Palmetto Ave LLC, which owned the property located at 216 Palmetto Avenue, Anna Maria, Florida 34218.

39. Defendant 305 Magnolia LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 305 Magnolia Avenue, Anna Maria, Florida 34216. 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 305 Magnolia LLC, which owned the property located at 305 Magnolia Avenue, Anna Maria, Florida 34216.

40. Defendant 9405 Gulf Drive LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 9405 Gulf Drive, Anna Maria, Florida 34216. 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 9405 Gulf Drive LLC, which owned the property located at 9405 Gulf Drive, Anna Maria, Florida 34216.

41. Defendant 303 Pine LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 94 North Shore Drive, Anna Maria, Florida 34216. 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 303 Pine LLC, which owned the property located at 94 North Shore Drive, Anna Maria, Florida 34216.

42. Defendant 104 9th St SK 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 104 9th St SK LLC, which owned the property located at 104 9th Street S, Bradenton Beach, Florida 34217.

43. Defendant Gulf View Beach House LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 105 4th Street N, Bradenton Beach, Florida 34217. 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 Gulf View Beach House LLC, which owned the property located at 105 4th Street N, Bradenton Beach, Florida 34217.

44. Defendant 301 22nd LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 303 9th Street 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 301 22nd LLC, which owned the property located at 2119 Avenue B, Bradenton Beach, Florida 34217.

45. Defendant 741 Jacaranda LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 303 9th Street West, 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 741 Jacaranda LLC, which owned the property located at 741 Jacaranda Road, Anna Maria, Florida 34216.

46. Defendant 307 Magnolia LLC is a limited liability company organized and existing under the laws of Florida, with its principal place of business at 307 Magnolia Avenue, Anna Maria, Florida 34216. 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 307 Magnolia LLC, which owned the property located at 307 Magnolia Avenue, Anna Maria, Florida 34216.

JURISDICTION AND VENUE

47. This Court has personal jurisdiction over Defendant Jennifer Warren-Kaleta because she is an individual who resides and is domiciled in the State of Florida and over Defendant AMI Premier and each of the Defendant Seller-JK Property Companies because each is a limited liability company organized and existing under Florida law with its principal place of business in Florida.

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

49. Venue is proper in this Court because Defendant Warren-Kaleta resides in Manatee County and Defendant AMI Premier and each of the Defendant Seller-JK 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-JK Property Companies and Acquisition and Ownership of the Seller-JK Properties that Are Subject to the Master PMA

50. The Defendant Seller-JK 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 the Seller-JK 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-JK Property Companies and entered into agreements that imposed obligations on the Seller-

JK Property Companies and the Seller-JK Properties.

A. Defendant 91 Avenida Venecia LLC

51. Defendant 91 Avenida Venecia LLC was formed pursuant to articles of organization filed on January 12, 2021 stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is Shawn Kaleta as Manager. Consistent with the articles of organization, the company filed annual reports each year, including on April 25, 2024 and April 29, 2025, listing the registered agent as Najmy Thompson, P.L. and the person authorized to manage the company as one of the Founders and Owners of the Prime Business. However, the company filed an amended annual report on December 1, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

52. Defendant 91 Avenida Venecia LLC acquired the property located at 91 Avenida Venecia, Sarasota, Florida 34242 from WTEM 623 LLC pursuant to a Warranty Deed dated March 1, 2021 that was recorded on March 3, 2021. According to Sarasota County's property records, Defendant 91 Avenida Venecia LLC acquired the property for a sale price of \$2,000,000. Defendant 91 Avenida Venecia LLC subsequently executed a Warranty Deed dated December 2, 2025 purporting to transfer the property to DWKM Investments LLC for a purchase price of \$2,500,000.

53. On or around March 1, 2021, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 91 Avenida Venecia LLC in favor of Centennial Bank. with respect to the property located at 91 Avenida Venecia, Sarasota, Florida 34242. The principal amount of the mortgage was \$1,300,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 91 Avenida Venecia LLC.

B. Defendant Palmetto Panama LLC

54. Defendant Palmetto Panama LLC was formed pursuant to articles of organization filed on January 30, 2020 stating that the registered agent is Lawrence Vargas and stating that the persons authorized to manage the company were Lawrence Vargas and 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 for reinstatement that the registered agent was Lawrence Vargas and the persons authorized to manage the company were Lawrence Vargas and one of the Founders and Owners of the Prime Business. The company was again administratively dissolved on September 26, 2025 for failing to timely file an annual report, but applied for reinstatement on October 14, 2025. However, in the application for reinstatement, the company changed the registered agent to Najmy Thompson, P.L. and purported to change the person authorized to manage the company to Defendant Warren-Kaleta.

55. Defendant Palmetto Panama LLC acquired the property located at 109 Palmetto Avenue, Anna Maria, Florida 34216 from Flagler Plant Properties, LLC (a Florida limited liability company whose manager is Lawrence Vargas) pursuant to a Warranty Deed dated December 22, 2020 that was recorded on December 28, 2020. According to Manatee County's property records, Defendant Palmetto Panama LLC acquired the property for a sale price of \$835,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$2,372,315.

56. On or around May 31, 2023, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant Palmetto Panama LLC in favor of Citibank, N.A. with respect to the property located at 109 Palmetto Avenue, Anna Maria, Florida 34216. 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

Palmetto Panama LLC.

C. Defendant RE 106 9th LLC

57. Defendant RE 106 9th LLC was formed pursuant to articles of organization that were filed on August 16, 2022 stating that the registered agent is Najmy Thompson, P.L. and the persons authorized to manage the company are 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 each year, including on April 25, 2024 and April 29, 2025, stating that the registered agent was Najmy Thompson, P.L. and the persons authorized to manage the company were the Founders and Owners of the Prime Business. However, the company filed an amended annual report on July 17, 2025 purporting to change the person authorized to manage the company to only one of the Founders and Owners of the Prime Business and subsequently filed another amended annual report on October 24, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

58. Defendant RE 106 9th LLC acquired the property located at 106 9th St S, Bradenton Beach, Florida 34217 from AMI Intercoastal LLC pursuant to a Warranty Deed dated September 2, 2022 that was recorded on September 9, 2022. According to Manatee County's property records, Defendant RE 106 9th LLC acquired the property for a sale price of \$1,350,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as

\$2,179,972.

59. On or around August 27, 2025, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant RE 106 9th LLC in favor of Hometown Equity Mortgage, LLC with respect to the property located at 106 9th St S, Bradenton Beach, Florida 34217. The principal amount of the mortgage was \$2,585,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant RE 106 9th LLC.

D. Defendant 107 Maple Ave LLC

60. Defendant 107 Maple Ave LLC was formed pursuant to articles of organization filed on November 22, 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.

The company filed annual reports each year, including on April 25, 2024 and April 29, 2025, stating that the registered agent was Najmy Thompson, P.L. and that the persons authorized to manage the company were the Founders and Owners of the Prime Business. However, the company filed an amended annual report on October 24, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

61. Defendant 107 Maple Ave LLC acquired the property located at 107 Maple

Avenue, Anna Maria, Florida 34216 from Janice Campbell pursuant to a Warranty Deed dated December 14, 2021 that was recorded on December 15, 2021. According to Manatee County's property records, Defendant 107 Maple Ave LLC acquired the property for a sale price of \$2,200,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$3,172,076.

62. On or around December 12, 2024, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 107 Maple Ave LLC in favor of Anchor Bank with respect to the property located at 107 Maple Avenue, Anna Maria, Florida 34216. The principal amount of the mortgage was \$5,100,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 107 Maple Ave LLC.

E. Defendant 117 Palm Ave LLC

63. Defendant 117 Palm Ave LLC is a limited liability company organized and existing under the laws of Florida. The company was formed pursuant to articles of organization filed on October 27, 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.

The company was administratively dissolved on September 23, 2022 for failing to timely file an

annual report, but applied for reinstatement on April 30, 2023 and confirmed in its application and in subsequent annual reports filed on April 25, 2024 and 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 October 24, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

64. Defendant 117 Palm Ave LLC acquired the property located at 117 Palm Avenue, Anna Maria, Florida 34216 from Maurice D. Grubbs and Edith Diane Grubbs pursuant to a Warranty Deed dated November 19, 2021 that was recorded on November 24, 2021. According to Manatee County's property records, Defendant 518 Spring LLC acquired the property for a sale price of \$1,625,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$2,395,231.

65. On or around November 19, 2021, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 117 Palm Ave LLC in favor of NP, Inc. with respect to the property located at 117 Palm Avenue, Anna Maria, Florida 34216. The principal amount of the mortgage was \$1,300,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 117 Palm Ave LLC.

F. Defendant 3605 Gulf Dr LLC

66. Defendant 3605 Gulf Dr LLC was formed pursuant to articles of organization filed on June 20, 2017 stating that the registered agent is Louis J. Najmy. The company filed an annual report on April 19, 2018 and each year thereafter, including on April 25, 2024 and April 29, 2025, stating that the registered agent is Louis J. Najmy 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 11, 2025 purporting to change the person authorized to manage the company to Defendant Warran-Kaleta.

67. Defendant 3605 Gulf Dr LLC acquired Units #1-#6 of the property located at 3605 Gulf Drive, Holmes Beach, Florida 34217 from Islands West Resort, Inc. pursuant to a Warranty Deed dated August 25, 2017 that was recorded on September 19, 2017. According to Manatee County's property records, Defendant 3605 Gulf Dr LLC acquired the property for a sale price of \$1,200,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$958,006.

68. On or around March 21, 2023, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendants 3605 Gulf Dr LLC and 3602 6th LLC in favor of The Northern Trust Company with respect to Units #1-#6 of the property located at 3605 Gulf Drive, Holmes Beach, Florida 34217 and the property located at 3602 6th Avenue, Holmes Beach, Florida 34217. The principal amount of the mortgage was \$4,000,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 3605 Gulf Dr LLC.

G. Defendant 112 Palm Ave LLC

69. Defendant 112 Palm Ave LLC was formed pursuant to articles of organization filed on February 4, 2022 stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is Louis J. Najmy. 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.

The company filed articles of amendment to the articles of organization on March 29, 2022 that changed the person authorized to manage the company by removing Louis J. Najmy and adding one of the Founders and Owners of the Prime Business. Consistent with the amended articles of organization, the company filed an annual report each year thereafter, including on April 24, 2024 and 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 June 4, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

70. Defendant 112 Palm LLC acquired the property located at 112 Palm Avenue, Anna Maria, Florida 34216 from Powell-Harllee Investment LLC pursuant to a Warranty Deed dated April 18, 2022 that was recorded on May 3, 2022. According to Manatee County's property records, Defendant 112 Palm LLC acquired the property for consideration of \$2,400,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$692,685.

71. On or around April 18, 2022, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of himself and Defendant 112 Palm Ave LLC in favor of Centennial Bank with respect to the property located at 112 Palm Avenue, Anna Maria, Florida 34216. The principal amount of the mortgage was \$1,495,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 112 Palm Ave LLC.

H. Defendant 107 Palm LLC

72. Defendant 107 Palm LLC was formed pursuant to articles of organization filed on November 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 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.

The company was administratively dissolved on September 23, 2022 for failing to timely file an annual report, but applied for reinstatement on November 16, 2022 and confirmed in its application and annual reports filed each year thereafter, including on April 24, 2024 and 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 June 4, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

73. Defendant 107 Palm LLC acquired the property located at 107 Palm Avenue, Anna Maria, Florida 34216 from PADG 04, LLC pursuant to a Warranty Deed dated December 8, 2021 that was recorded on December 13, 2021. According to Manatee County's property records, Defendant 107 Palm LLC acquired the property for a sale price of \$1,750,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$424,591.

74. On or around December 8, 2021, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 107 Palm LLC in favor of NP, Inc. with respect to the property located at 107 Palm Avenue, Anna Maria, Florida 34216. The principal amount of the mortgage was \$1,380,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 107 Palm LLC.

I. Defendant 3602 6th LLC

75. Defendant 3602 6th LLC was formed pursuant to articles of organization filed on March 7, 2019 stating that the registered agent is Najmy Thompson, P.L. and that 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 June 30, 2020 and each year thereafter, including on April 25, 2024 and 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 11, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

76. Defendant 3602 6th LLC acquired the property located at 3602 6th Avenue, Holmes Beach, Florida 34217 from the Revocable Living Trust of Joanne Stumpf dated May 28, 2017 pursuant to a Warranty Deed dated March 22, 2019 that was recorded on March 25, 2019. According to Manatee County's property records, Defendant 3602 6th LLC acquired the property for consideration of \$545,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$372,159.

77. On or around March 21, 2023, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendants 3605 Gulf Dr LLC and 3602 6th LLC in favor of The Northern Trust Company with respect to Units #1-#6 of the property located at 3605 Gulf Drive, Holmes Beach, Florida 34217 and the property located at 3602 6th Avenue, Holmes Beach, Florida 34217. The principal amount of the mortgage was \$4,000,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 3602 6th LLC.

J. Defendant Island Savvy Ventures, LLC

78. Defendant Island Savvy Ventures, LLC was formed pursuant to articles of organization filed on October 26, 2011 stating that the registered agent is Charles J. Buky and that the person authorized to manage the company is Charles J. Buky. The company filed an annual report on April 24, 2017 changing the registered agent to Louis Najmy and purporting to change the person authorized to manage the company to Louis Najmy. The company subsequently filed articles of amendment to articles of organization on or around August 28, 2017 changing the person authorized to manage the company by removing Louis Najmy and adding one of the Founders and Owners of the Prime Business. Consistent with the amended articles of organization, the company filed annual reports each year thereafter, including on April 25, 2024 and April 29, 2025, stating that the registered agent is Louis Najmy 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 July 7, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

79. Defendant Island Savvy Ventures, LLC acquired the property located at 428 Magnolia Avenue, Anna Maria, Florida 34216 from Ian M. Handley and Denise Handley pursuant to a Warranty Deed dated September 30, 2013 that was recorded on October 2, 2013. According to Manatee County's property records, Defendant Island Savvy Ventures, LLC acquired the property for a sale price of \$295,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$2,147,893.

80. On or around December 8, 2021, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant Island Savvy Ventures, LLC in favor of NP, Inc. with respect to the property located at 428 Magnolia Avenue, Anna Maria, Florida 34216. The principal amount of the mortgage was \$1,901,250. The mortgage includes provisions that

expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant Island Savvy Ventures, LLC.

K. Defendant 209 65th LLC

81. Defendant 209 65th LLC was formed pursuant to articles of organization filed on August 17, 2015 stating that the registered agent is Louis Najmy and that 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 May 1, 2016 and each year thereafter, including on April 25, 2024 and April 29, 2025, stating that the registered agent is Louis Najmy 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 August 6, 2025 purporting to change the person authorized to manage the company to Defendant Warren- Kaleta.

82. Defendant 209 65th LLC acquired the property located at 207 65th Street, Holmes Beach, Florida 34218 from Michael Stringer and Emma Stringer pursuant to a Quit Claim Deed dated May 16, 2019 that was recorded on December 3, 2021. According to Manatee County's property records, Defendant 209 65th LLC acquired the property for consideration of \$10.00 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$1,600,473.

83. On or around February 3, 2022, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 209 65th LLC in favor of Lake Michigan Credit Union with respect to the property located at 207 65th Street, Holmes Beach, Florida 34218. The principal amount of the mortgage was \$1,690,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 209 65th LLC.

L. Defendant 100 73rd LLC

84. Defendant 100 73rd LLC was formed pursuant to articles of organization filed on

November 8, 2018 stating that the registered agent is Najmy Thompson, P.L. and that 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 25, 2024 and April 29, 2024, stating that the registered agent is Najmy Thompson, P.L. and that 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 11, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

85. Defendant 100 73rd LLC acquired Unit 102 [103B] located at 100 73rd Street, Holmes Beach, Florida 34217 from the Barbara Kinosky Revocable Living Trust dated February 13, 2008 pursuant to a Warranty Deed dated November 20, 2020 that was recorded on January 12, 2021. Defendant 100 73rd LLC acquired the property for a sale price of \$400,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$155,838.

86. Defendant 100 73rd LLC acquired Unit 117 [203C] located at 100 73rd Street, Holmes Beach, Florida 34217 from the Sharon L. Baker Declaratory Trust dated November 17, 1986 pursuant to a Warranty Deed dated October 8, 2020 that was recorded on October 9, 2020. Defendant 100 73rd LLC acquired the property for a sale price of \$450,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$572,000.

M. Defendant 216 Palmetto Ave LLC

87. Defendant 216 Palmetto Ave LLC was formed pursuant to articles of organization filed on December 10, 2021¹ stating that the registered agent is Najmy Thompson, P.L. and that

¹ The articles of organization state that the name of the company is 1104 Point of Rocks LLC, but the company filed articles of amendment to the articles of organization on January 6, 2022 changing the name of the company to 216 Palmetto

the company will be manager-managed and the initial manager is 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.

The company was administratively dissolved on September 23, 2022 for failing to timely file an annual report, but applied for reinstatement on November 16, 2022 and confirmed in its application that the registered agent was 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 and application for reinstatement, the company filed an annual report on April 28, 2023 and each year thereafter, including on April 25, 2024 and 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. However, the company filed an amended annual report on September 11, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

88. Defendant 216 Palmetto Ave LLC acquired the property located at 216 Palmetto Avenue, Anna Maria, Florida 34218 from Robert T. Maloney pursuant to a Warranty Deed dated January 28, 2021 that was recorded on February 3, 2022. According to Manatee County's property records, Defendant 216 Palmetto Ave LLC acquired the property for a sale price of \$1,600,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$537,166.

89. On or around January 31, 2022, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of 216 Palmetto Ave LLC in favor of SE & AJ Liebel Limited Partnership with respect to the property located at 216 Palmetto Avenue, Anna Maria, Florida 34218. The principal amount of the mortgage was \$1,000,000. Thereafter, on or around March 31, 2023, Mr. Kaleta executed a mortgage on behalf of 216 Palmetto Ave LLC in favor of Grow Financial Federal Credit Union with respect to the property located at 216 Palmetto Avenue, Anna Maria, Florida 34218. The principal amount of the mortgage was \$1,200,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 216 Palmetto Ave LLC.

N. Defendant 305 Magnolia LLC

90. Defendant 305 Magnolia LLC was formed pursuant to articles of organization filed on May 26, 2022 stating that the registered agent is Najmy Thompson, P.L. and that 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 each year thereafter, including on April 25, 2024 and 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 June 3, 2025 purporting to change the person authorized to manage the company to Defendant Warren- Kaleta.

91. Defendant 305 Magnolia LLC acquired the property located at 305 Magnolia Avenue, Anna Maria, Florida 34216 from Michael Collins and Scott Sax pursuant to a Warranty Deed dated July 15, 2022, that was recorded on July 18, 2022. According to Manatee County's property records, Defendant 305 Magnolia LLC acquired the property for a sale price of \$2,050,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed

as \$18.

92. On or around July 18, 2022, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 305 Magnolia LLC in favor of Centennial Bank with respect to the property located at 305 Magnolia Avenue, Anna Maria, Florida 34216. The principal amount of the mortgage was \$1,332,500. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 305 Magnolia LLC.

O. Defendant 9405 Gulf Drive LLC

93. Defendant 9405 Gulf Drive LLC was formed pursuant to articles of organization filed on September 5, 2019 stating that the registered agent is Najmy Thompson, P.L. and that 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 January 30, 2020 and each year thereafter, including on April 25, 2024 and April 29, 2025, stating that the registered agent is Najmy Thompson, P.L. and that 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 June 9, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

94. Defendant 9405 Gulf Drive LLC acquired the property located at 9405 Gulf Drive, Anna Maria, Florida 34216 from one of the Founders and Owners of the Prime Business and Defendant Warren-Kaleta pursuant to a Quitclaim Deed dated December 16, 2019 that was recorded on December 17, 2019. According to Manatee County's property records, Defendant 9405 Gulf Drive LLC acquired the property for consideration of \$10 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$596,241.

95. On or around November 14, 2022, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 9405 Gulf Drive LLC in favor of Redstone

Federal Credit Union with respect to the property located at 9405 Gulf Drive, Anna Maria, Florida 34216. The principal amount of the mortgage was \$1,620,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 9405 Gulf Drive LLC.

P. Defendant 303 Pine LLC

96. Defendant 303 Pine LLC was formed pursuant to articles of organization filed on May 21, 2021, stating that the registered agent is Najmy Thompson, P.L. and that the company will be manager-managed and the initial manager is 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 on April 25, 2024, 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 annual report on May 1, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta.

97. Defendant 303 Pine LLC initially acquired the property located at 94 North Shore Drive, Anna Maria, Florida 34216 from John J. Rattigan Jr. pursuant to a General Warranty Deed dated June 24, 2021 that was recorded on June 25, 2021. Defendant 303 Pine LLC subsequently transferred the property to Willow Properties #8 LLC and Willow Properties #9 LLC pursuant to

a Warranty Deed dated February 11, 2021 that was recorded on February 16, 2022. Defendant 303 Pine LLC thereafter re-acquired the property from Dale L. Williams and Jeanne C. Williams pursuant to a Warranty Deed dated February 16, 2022 that was recorded on February 17, 2022. According to Manatee County's property records, Defendant 303 Pine LLC re-acquired the property for consideration of \$2,800,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$1,468,591.

98. On or around June 24, 2021, one of the Founders and Owners of the Prime Business and John J. Ratigan Jr. executed a construction mortgage on behalf of Defendant 303 Pine LLC in favor of South State Bank, N.A. with respect to the property located at 94 North Shore Drive, Anna Maria, Florida 34216. The principal amount of the construction mortgage was \$1,349,993.70 with a provision for future advances not to exceed a total of \$2,699,987.40.

99. On or around April 11, 2022, South Street Bank, N.A. filed a satisfaction of mortgage. Subsequently, on or around May 22, 2025, Defendant Warren-Kaleta purported to execute a mortgage on behalf of Defendant 303 Pine LLC in favor of John J. Rattigan, Jr. with respect to the property.

Q. Defendant 104 9th St SK LLC

100. Defendant 104 9th St SK LLC was formed pursuant to articles of organization filed on June 2, 2023 stating that the registered agent is Najmy Thompson, P.L. and that the company shall be a manager-managed company and the initial manager 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 25, 2024 and April 29, 2025, stating that the registered agent is Najmy Thompson, P.L. and that the person authorized to manage the company is one of the Founders and Owners of the Prime Business.

101. Defendant 104 9th St SK LLC acquired the property located at 104 9th St S,

Bradenton Beach, Florida 34217 from 104 9th Street S LLC (a Florida limited liability company managed by one of the Founders and Owners of the Prime Business pursuant to a Warranty Deed dated August 31, 2023 that was recorded on September 8, 2023. According to Manatee County's property records, Defendant 104 9th St SK LLC acquired the property for a sale price of \$3,600,000 and remains the owner of the property. The FEMA value as of January 1, 2025 was listed as \$2,708,436.

102. On or around September 6, 2023, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 104 9th St SK LLC in favor of City National Bank of Florida. The principal amount of the mortgage was \$2,340,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interests in Defendant 104 9th St SK LLC.

R. Defendant Gulf View Beach House LLC

103. Defendant Gulf View Beach House LLC was formed pursuant to articles of organization filed on October 9, 2013 stating that the registered agent is Blue Sky Realty Group, LLC and that the person authorized to manage the company is Blue Sky Realty Group, LLC. The company filed articles of amendment to the articles of organization January 19, 2016 changing the registered agent to Najmy Thompson, P.L. and changing the person authorized to manage the company by removing Blue Sky Realty Group, LLC as a member and managing member and adding one of the Founders and Owners of the Prime Business as manager. Consistent with the amended articles of organization, the company filed an annual report on May 1, 2016 and each year thereafter, including on April 25, 2024 and April 29, 2025, stating that the registered agent is Najmy Thompson, P.L. and the person authorized to manage the company is one of Founders and Owners of the Prime Business. However, the company filed an amended annual report on December 1, 2025 purporting to change the person authorized to manage the company to

Defendant Warren-Kaleta.

104. Defendant Gulf View Beach House LLC acquired the property located at 105 4th St N, Bradenton Beach, Florida 34217 from 105 4th LLC (a Florida limited liability company managed by one of the Founders and Owners of the Prime Business) pursuant to a Warranty Deed dated August 31, 2023 that was recorded on September 8, 2023. According to Manatee County's property records, Defendant 104 9th St SK LLC acquired the property for a sale price of \$3,600,000 and remains the owner of the property. The FEMA value as of January 1, 2025 was listed as \$2,708,436.

105. On or around September 6, 2023, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 104 9th St SK LLC in favor of City National Bank of Florida. The principal amount of the mortgage was \$2,340,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interests in Defendant 104 9th St SK LLC.

S. Defendant 301 22nd LLC

106. Defendant 301 22nd LLC was formed pursuant to articles of organization filed on May 14, 2014 stating that the registered agent is Louis Najmy. The company filed an annual report on April 28, 2015 stating that the registered agent is Louis Najmy and that the person authorized to manage the company is Tommy Vayais. The company filed articles of amendment to the articles of organization on September 25, 2015 changing the person authorized to manage the company by providing that the company shall be a manager-managed company and the manager shall be one of the Founders and Owners of the Prime Business. The company subsequently filed an annual report on May 1, 2016 and each year thereafter, including on April 24, 2024 and April 29, 2025, stating that the registered agent is Lousi Najmy and the persons authorized to manage the company are one of the Founders and Owners of the Prime Business and

Louis Najmy.

107. Defendant 301 22nd LLC acquired the property located at 2119 Avenue B Bradenton Beach, Florida 34217 from the Hansford Family Revocable Trust u/a/d May 3, 20024 pursuant to a Trustee's Deed dated May 15, 2014 that was recorded on May 27, 2014. According to Manatee County's property records, Defendant 301 22nd LLC acquired the property for a sale price of \$260,000 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$2,659,104.

108. On or around May 27, 2021, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 301 22nd LLC in favor of Lake Michigan Credit Union with respect to the property located at 2119 Avenue B, Bradenton Beach, Florida 34217. The principal amount of the mortgage was \$1,690,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 301 22nd LLC.

T. Defendant 741 Jacaranda LLC

109. Defendant 741 Jacaranda LLC was formed pursuant to articles of organization filed on August 1, 2024 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 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.

110. Defendant 741 Jacaranda LLC acquired the property located at 741 Jacaranda Road, Anna Maria, Florida 34216 from EGF Bonaire LBK Lot 3 LLC pursuant to a Warranty Deed dated December 6, 2024 that was recorded on December 10, 2024. According to Manatee County's property records, Defendant 741 Jacaranda LLC acquired the property for a sale price of \$2,013,011 and remains the owner of the property. The FEMA value as of January 1, 2025 is listed as \$4,396,611.

111. On or around December 6, 2024, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 741 Jacaranda LLC in favor of Suncoast Credit Union with respect to the property located at 741 Jacaranda Road, Anna Maria, Florida 34216. The principal amount of the mortgage was \$4,000,000. The mortgage includes provisions that expressly prohibit and restrict any transfer of the property or beneficial interest in Defendant 741 Jacaranda LLC.

U. Defendant 307 Magnolia LLC

112. Defendant 307 Magnolia LLC was formed pursuant to articles of organization filed on May 21, 2021 stating that the registered agent is Najmy Thompson, P.L. and that 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, 2022 and each year thereafter, including on April 25, 2024, 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 annual report on May 1, 2025 purporting to change the person authorized to manage the company to Defendant Warren-Kaleta

and subsequently filed an amended annual report on September 16, 2025 purporting to change the persons authorized to manage the company to Defendant Warren-Kaleta and Theo Quinto.

113. Defendant 307 Magnolia LLC acquired the property located at 307 Magnolia Avenue, Anna Maria, Florida 34216 from Laurie Jo Higgins and David Higgins pursuant to a Warranty Deed dated June 18, 2021 that was recorded on July 1, 2021 and from Michael Collins and Scott Sax pursuant to a subsequent Corrective Warranty Deed dated July 15, 2022 that was recorded on July 18, 2022. According to Manatee County's property records, Defendant 307 Magnolia LLC acquired the property for a sale price of \$800,000 and remains the owner of the property.

114. On or around June 18, 2021, one of the Founders and Owners of the Prime Business executed a mortgage on behalf of Defendant 307 Magnolia LLC in favor of the Jeffrey Mark Kalin Living Trust and Edward Balian with respect to the property located at 307 Magnolia Avenue, Anna Maria, Florida 34216. The principal amount of the mortgage was \$600,000. On or around September 3, 2025, the Jeffrey Mark Kalin Living Trust and Edward Balian filed a satisfaction of mortgage.

II. The September 18, 2024 Deal Agreements

A. The EPA

115. 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.

116. 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.

117. 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.

118. 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-JK Properties owned by the Defendant Seller-JK Property Companies. The Founders and Owners of the Prime Business agreed on behalf of themselves and the Defendant Seller-JK 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-JK Properties (and the other Properties) for a minimum period of seven years.

119. 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

120. 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.

121. 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-JK Properties owned by the Defendant Seller-JK Property Companies. The Founders and Owners of the Prime Business agreed on behalf of themselves and the Defendant Seller-JK 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-JK Properties (and the other Properties) for a minimum period of seven years.

Ex. A Master PMA.

122. More specifically, the Founders and Owners of the Prime Business agreed on behalf of themselves and the Defendant Seller-JK 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.

123. In exchange for the services, the Founders and Owners of the Prime Business agreed on behalf of themselves and the Defendant Seller-JK 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.

124. 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).

125. 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).

126. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or the Defendant Seller-JK 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.

127. 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.

128. 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."

129. 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."

130. 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."

131. 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.”

132. 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.

133. 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.

134. 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).

135. 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

136. 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.”

137. 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.

138. 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).

139. 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.

140. 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

141. Less than thirteen months after pocketing the consideration comprised approximately \$105 million of cash and rollover equity, the Founders and Owners of the Prime Business, acting through and with the assistance of the Defendants, embarked on a deliberate, bad faith scheme to eviscerate the benefit of the bargain they struck with Plaintiffs by purporting to transfer their membership interests in the Defendant Seller-JK Property Companies and other limited liability companies that own at least 40 vacation rental properties that are subject to the Master PMA, to Defendant AMI Premier, which is ostensibly owned and controlled by Defendant Warren-Kaleta, and other companies ostensibly formed and owned by other close friends and

business associates, including their business partner and attorney, Louis Najmy, Esq.

142. As relevant here, Defendants Warrant-Kaleta and AMI Premier have claimed that they acquired and now own and manage at least 28 properties, including 91 Avenida Venecia, 109 Palmetto Ave, 106 9th Street S, 107 Maple Ave, 117 Palm Ave, 3605 Gulf Dr North Units #1-#6, 112 Palm Ave, 107 Palm Ave, 3602 6th Ave Units #1-#2, 428 Magnolia Ave, 207 65th St, 100 73rd St Units 102 [103B], 117 [203C], and 118 [202C], 216 Palmetto Ave, 305 Magnolia Ave, 9405 Gulf Drive, 94 North Shore Drive, 104 9th Street S, 105 4th Street N, 2119 Avenue B, 741 Jacaranda Road, and 307 Magnolia Avenue.

143. However, contrary to representations by Defendant Warren-Kaleta that she “closed” on certain “properties” and/or that the “properties” were transferred to Defendant Warren-Kaleta, 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-JK Property Companies to Defendant AMI Premier and to name Defendant Warren-Kaleta as the Manager of the Seller-JK Property Companies.

144. 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-JK Properties owned by the Seller-JK Property Companies substantially exceeded the purported purchase price.

145. In addition, the documentation for certain transactions does not even refer to the correct mortgage loans or amounts for the Seller-JK Properties that are owned by the Seller-JK Property Companies.

146. 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 with respect to other transactions, the companies simply never filed anything at all.

147. 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.

148. Moreover, despite multiple requests from Plaintiffs, Defendants have failed to provide documentation for the purported transfers of numerous Seller-JK Properties and/or the interests in the corresponding Defendant Seller-JK Property Companies, including Defendants 112 Palm Ave LLC, 107 Palm LLC, Island Savvy Ventures, LLC; 209 65th LLC, 100 73rd LLC, 216 Palmetto Ave LLC, 305 Magnolia LLC; 9405 Gulf Drive LLC; 303 Pine LLC; and 307 Magnolia LLC.

A. Initial Wave of Documentation for Purported Transfers and Terminations of the Master PMA

149. Defendant Warran-Kaleta eventually began making representations to certain property management companies affiliated with Plaintiffs (but not to Plaintiffs themselves) that she had acquired certain properties. Defendant Warren-Kaleta sought to offboard these properties by claiming that they were managed pursuant to agreements that were superseded by the Master PMA or by inducing the property management companies to enter into new agreements by falsely

claiming that there was no management agreement in place and then purporting to offboard under the new agreements. However, those agreements were not executed by Plaintiff Prime as required by the Master PMA.

150. After numerous requests by Defendant Warren-Kaleta, Plaintiffs began to request documentation, and Defendants began to provide documentation for certain transfers.

i. Purported Transfer of Defendant 3605 Gulf Dr LLC / 3605 Gulf Drive, Units #1-6

151. The transfer documentation provided for Defendant 3605 Gulf Dr LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effective as of August 11, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant AMI Premier and Defendant 3605 Gulf Dr LLC. Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 3605 Gulf 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 3605 Gulf Dr LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 3605 Gulf Drive.

152. 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 \$4,000,000 in favor of The Northern Trust Company.

153. 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 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.

154. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 3605 Gulf Dr LLC, that purports to name Defendant AMI Premier as the Member and Defendant Warren-Kaleta 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 3602 6th LLC / 3602 6th Ave

155. The transfer documentation provided for Defendant 3602 6th LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effective as of August 11, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant AMI Premier and Defendant 3602 6th LLC. Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 3602 6th 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 3602 6th LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 3602 6th Ave.

156. 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 \$4,000,000 in favor of The Northern Trust Company.

157. 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 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.

158. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 3602 6th LLC that purports to name Defendant AMI Premier as the Member and Defendant Warren-Kaleta 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.

iii. Purported Transfer of Defendant 741 Jacaranda LLC / 741 Jacaranda Road

159. The transfer documentation provided for Defendant 741 Jacaranda LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effective as of September 12, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant AMI Premier and Defendant 741 Jacaranda LLC. Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 741 Jacaranda 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 741 Jacaranda LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 741 Jacaranda Road.

160. The transfer documentation provided for Defendant 741 Jacaranda LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly

entered into and effective as of September 12, 2025 by and between one of the Founders and Owners of the Prime Business and certain third parties and Defendant 741 Jacaranda LLC. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 741 Jacaranda 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 741 Jacaranda LLC. Likewise, the third parties 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 741 Jacaranda Road.

161. The transfers were purportedly made for \$10.00 and the assumption of obligations to make payments under a mortgage loan in the original principal amount of \$4,000,000 in favor of Suncoast Credit Union.

162. 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 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.

163. The transfer documentation also included a purported Second Amended and Restated Operating Agreement for 741 Jacaranda LLC that purports to name Defendant AMI Premier and the third parties as Members and Defendant Warren-Kaleta 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 Palmetto Panama LLC / 109 Palmetto Avenue

164. The transfer documentation provided for Defendant Palmetto Panama LLC

included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effective as of September 19, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant AMI Premier and Defendant Palmetto Panama LLC. Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant Palmetto Panama 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 Palmetto Panama LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 109 Palmetto Avenue.

165. 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..

166. 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 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.

167. The transfer documentation also included a purported First Amended and Restated Operating Agreement for Palmetto Panama LLC that purports to name Defendant AMI Premier as the Member and Defendant Warren-Kaleta 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 RE 106 9th LLC / 106 9th Street S**

168. The transfer documentation provided for Defendant RE 106 9th LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effective as of September 19, 2025 by and between the Founders and Owners of the Prime Business and Defendant AMI Premier and Defendant RE 106 9th LLC. Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founders and Owners of the Prime Business falsely represented that they had the full power to transfer the interests in Defendant RE 106 9th 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 RE 106 9th LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 106 9th St S.

169. 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 \$2,585,000 in favor of Hometown Equity Mortgage, LLC.

170. 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 both of the Founders and Owners of the Prime Business as Withdrawing Members. 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.

171. The transfer documentation also included a purported Second Amended and Restated Operating Agreement for RE 106 9th LLC that purports to name Defendant AMI Premier

as the Member and Defendant Warren-Kaleta 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 107 Maple Ave LLC / 107 Maple Avenue

172. The transfer documentation provided for Defendant 107 Maple Ave LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effective as of September 19, 2025 by and between SKRE Homes LLC (which is a Florida limited liability company owned and managed by the Founders and Owners of the Prime Business) and Defendant AMI Premier and Defendant 107 Maple Ave LLC. The Founders and Owners of the Prime Business signed on behalf of SKRE Homes LLC and Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founders and Owners of the Prime Business falsely represented that they had the full power to transfer the interests in Defendant RE 106 9th 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 107 Maple Ave LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 107 Maple Avenue.

173. 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 \$5,100,000 in favor of Anchor Bank.

174. 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 both of the Founders and Owners of the Prime Business as managers

of the 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.

175. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 107 Maple Ave LLC that purports to name Defendant AMI Premier as the Member and Defendant Warren-Kaleta 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.

vii. Purported Transfer of Defendant 117 Palm Ave LLC / 117 Palm Avenue

176. The transfer documentation provided for Defendant 117 Palm Ave LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effective as of September 19, 2025 by and between the Founders and Owners of the Prime Business and Defendant AMI Premier and Defendant 117 Palm Ave LLC. Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founders and Owners of the Prime Business falsely represented that they had the full power to transfer the interests in Defendant 117 Palm Ave 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 117 Palm Ave LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 117 Palm Avenue.

177. 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 \$1,300,000 in favor of NP, Inc. Defendant 117 Palm Ave LLC acquired the property in or around November for a sale

price of \$1,625,000 and the FEMA value as of January 1, 2025 (which is lower than the market value) was \$2,395,231.

178. 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 both of the Founders and Owners of the Prime Business as Withdrawing Members. 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.

179. The transfer documentation also included a purported Second Amended and Restated Operating Agreement for 117 Palm Ave LLC that purports to name Defendant AMI Premier as the Member and Defendant Warren-Kaleta 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.

viii. Purported Transfer of Defendant 104 9th St SK LLC / 104 9th St S

180. The transfer documentation provided for Defendant 104 9th St SK LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effective as of September 23, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant AMI Premier and Defendant 104 9th St SK LLC. Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 104 9th St SK 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 104 9th St SK LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 2119 Avenue B.

181. 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 “TWO MILLION THREE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,200,000.00)” in favor of City National Bank of Florida. (emphasis added.) According to public records, the original principal amount of the mortgage was \$2,340,000, not \$1,200,000. In any event, Defendant 104 9th St SK LLC acquired the property in or around August 2023 for a sale price of \$3,600,000 and the FEMA value as of January 1, 2025 (which is lower than the market value) was \$2,708,436.

182. 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 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.

183. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 104 9th St SK LLC that purports to name Defendant AMI Premier as the Member and Defendant Warren-Kaleta 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.

B. Cease and Desist Letter and Additional Purported Transfers

184. On or around October 7, 2025, Plaintiffs through their counsel sent a cease and desist letter to Defendants Warren-Kaleta and AMI Premier 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.

185. Plaintiffs through their counsel also sent a further cease and desist letter to Defendants Warren-Kaleta and AMI Premier on or around November 10, 2025.

186. Despite these letters, Defendants Warren-Kaleta and AMI Premier 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.

187. In particular, Defendants Warren-Kaleta and AMI Premier have purported to provide documentation showing that they acquired interests in Defendants 91 Avenida Venecia LLC, 301 22nd LLC and Gulf View Beach House LLC, and have purported to demand the termination of the Master PMA with respect to the properties located at 91 Avenida Venecia, Sarasota, Florida 34342, 2119 Avenue B, Bradenton Beach, Florida 34217 and 105 4th Street N, Bradenton Beach, Florida 34217.

i. Purported Transfer of Defendant 91 Avenida Venecia LLC / 91 Avenida Venecia

188. The transfer documentation provided for Defendant 91 Avenida Venecia LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effective as of November 3, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant AMI Premier and Defendant 91 Avenida Venecia LLC. Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant 91 Avenida Venecia 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 91 Avenida Venecia LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 91 Avenida Venecia.

189. 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 \$1,300,000 in favor of Centennial Bank. Defendant 91 Avenida Venecia LLC acquired the property in or around March 2021 for a sale price of \$2,000,000 and Defendant 91 Avenida LLC subsequently executed a Warranty Deed dated December 2, 2025 purporting to transfer the property to another entity for a purchase price of \$2,500,000.

190. 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 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.

191. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 91 Avenida Venecia LLC that purports to name Defendant AMI Premier as the Member and Defendant Warren-Kaleta 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 301 22nd LLC / 2119 Avenue B

192. The transfer documentation provided for Defendant 301 22nd LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement purportedly entered into and effective as of November 4, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant AMI Premier and Defendant 301 22nd LLC. Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founder and Owner of the Prime

Business falsely represented that he had the full power to transfer the interests in Defendant 301 22nd 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 301 22nd LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 2119 Avenue B.

193. 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 \$1,690,000 in favor of Lake Michigan Credit Union.

194. 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 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.

195. The transfer documentation also included a purported First Amended and Restated Operating Agreement for 301 22nd LLC that purports to name Defendant AMI Premier as the Member and Defendant Warren-Kaleta 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.

iii. Purported Transfer of Defendant Gulf View Beach House LLC / 105 4th Street N

196. The transfer documentation provided for Defendant Gulf View Beach House LLC included a Limited Liability Company Membership Interest Purchase and Sale Agreement

purportedly entered into and effective as of November 4, 2025 by and between one of the Founders and Owners of the Prime Business and Defendant AMI Premier and Defendant Gulf View Beach House LLC. Defendant Warren-Kaleta signed on behalf of Defendant AMI Premier. The Founder and Owner of the Prime Business falsely represented that he had the full power to transfer the interests in Defendant Gulf View Beach House 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 Gulf View Beach House LLC. Likewise, Defendants Warren-Kaleta and AMI Premier 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 105 4th Street N.

197. 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 \$1,469,000 in favor of Centennial Bank.

198. 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 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.

199. The transfer documentation also included a purported First Amended and Restated Operating Agreement for Gulf View Beach House LLC that purports to name Defendant AMI Premier as the Member and Defendant Warren-Kaleta 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.

C. Further Breaches of the Master PMA and Tortious Conduct

200. In addition to continuing to execute additional documentation for purported

transfers of additional entities, Defendants Warren-Kaleta and AMI Premier, as the purported owners or managers of the Defendant Seller-JK Property Companies, have also continued to demand the terminations of the Master PMA with respect to the Seller-JK Properties that Plaintiffs have refused to offboard and have insisted that they will not honor reservations booked through Plaintiff Prime.

201. Moreover, with respect to at least one of the Seller-JK Properties that Plaintiffs have refused to offboard, Defendant Warren-Kaleta provided the sham documentation to the Manatee County Clerk to cause a revocation of the short-term rental license in the name of one of the property management companies owned by Plaintiffs and the issuance of a short-term rental license in the name of AMI Premier. Defendant Warren-Kaleta has threatened to do the same with respect to the other Seller-JK Properties that Plaintiffs have refused to offboard.

202. Defendants Warren-Kaleta and AMI Premier also have continued to list the Seller-JK Properties on Airbnb, Vrbo and other similar sites and to purport to block dates from being booked through Plaintiff Prime for the Seller-JK Properties as well as other properties subject to the Master PMA.

203. Finally, Defendants Warren-Kaleta and AMI Premier 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 AMI Premier.

204. 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 91 Avenida Venecia LLC)**

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

206. As set forth above, Defendant 91 Avenida Venecia 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 91 Avenida Venecia, Sarasota, Florida 34242 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 91 Avenida Venecia, Sarasota, Florida 34242, entered into the Master PMA.

207. 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 91 Avenida Venecia, Sarasota, Florida 34242 owned by Defendant 91 Avenida Venecia LLC.

208. 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 91 Avenida Venecia LLC, on the other hand.

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

210. The Founders and Owners of the Prime Business and Defendant 91 Avenida Venecia LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 91 Avenida Venecia, Sarasota, Florida 34242 for a minimum period of seven years.

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

Prime Business, or Defendant 91 Avenida Venecia LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

212. Defendant 91 Avenida Venecia LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

213. By reason of the breaches of the Master PMA by Defendant 91 Avenida Venecia LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT II: Breach of the Master PMA
(Against Defendant Palmetto Panama LLC)**

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

215. As set forth above, Defendant Palmetto Panama 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 109 Palmetto Avenue, 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 109 Palmetto Avenue, Anna Maria, Florida 34216, entered into the Master PMA.

216. 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 109 Palmetto Avenue, Anna Maria, Florida 34216 owned by Defendant Palmetto Panama LLC.

217. 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

Palmetto Panama LLC, on the other hand.

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

219. The Founders and Owners of the Prime Business and Defendant Palmetto Panama LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 109 Palmetto Avenue, Anna Maria, Florida 34216 for a minimum period of seven years.

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

221. Defendant Palmetto Panama LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

222. By reason of the breaches of the Master PMA by Defendant Palmetto Panama LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT III: Breach of the Master PMA
(Against Defendant RE 106 9th LLC)**

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

224. As set forth above, Defendant RE 106 9th 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 106 9th Street 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 106 9th Street S, Bradenton Beach, Florida 34217, entered into the Master PMA.

225. 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 106 9th Street S, Bradenton Beach, Florida 34217 owned by Defendant RE 106 9th LLC.

226. 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 RE 106 9th LLC, on the other hand.

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

228. The Founders and Owners of the Prime Business and Defendant RE 106 9th LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 106 9th Street S, Bradenton Beach, Florida 34217 for a minimum period of seven years.

229. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant RE 106 9th LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

230. Defendant RE 106 9th LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

231. By reason of the breaches of the Master PMA by Defendant RE 106 9th LLC,

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

**COUNT IV: Breach of the Master PMA
(Against Defendant 107 Maple Ave LLC)**

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

233. As set forth above, Defendant 107 Maple 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 107 Maple Avenue, 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 107 Maple Avenue, Anna Maria, Florida 34216, entered into the Master PMA.

234. 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 107 Maple Avenue, Anna Maria, Florida 34216 owned by Defendant 107 Maple Ave LLC.

235. 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 107 Maple Ave LLC, on the other hand.

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

237. The Founders and Owners of the Prime Business and Defendant 107 Maple 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 107 Maple Avenue, Anna Maria, Florida 34216 for a minimum period of seven years.

238. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 107 Maple Ave LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

239. Defendant 107 Maple 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 AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

240. By reason of the breaches of the Master PMA by Defendant 107 Maple Ave LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT V: Breach of the Master PMA
(Against Defendant 117 Palm Ave LLC)**

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

242. As set forth above, Defendant 117 Palm 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 117 Palm Avenue, 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 117 Palm Avenue, Anna Maria, Florida 34216, entered into the Master PMA.

243. 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 117 Palm Avenue, Anna Maria, Florida 34216 owned by Defendant 117 Palm Ave LLC.

244. 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 117 Palm Ave LLC, on the other hand.

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

246. The Founders and Owners of the Prime Business and Defendant 117 Palm 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 117 Palm Avenue, Anna Maria, Florida 34216 for a minimum period of seven years.

247. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 117 Palm Ave LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

248. Defendant 117 Palm 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 AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

249. By reason of the breaches of the Master PMA by Defendant 117 Palm Ave LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT VI: Breach of the Master PMA
(Against Defendant 3605 Gulf Dr LLC)**

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

251. As set forth above, Defendant 3605 Gulf 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 3605 Gulf Drive, Units #1-6, 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 3605 Gulf Drive, Units #1-6, Holmes Beach, Florida 34217, entered into the Master PMA.

252. 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 3605 Gulf Drive, Units #1-6, Holmes Beach, Florida 34217 owned by Defendant 3605 Gulf Dr LLC.

253. 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 3605 Gulf Dr LLC, on the other hand.

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

255. The Founders and Owners of the Prime Business and Defendant 3605 Gulf 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 3605 Gulf Drive, Units #1-6, Holmes Beach, Florida 34217 for a minimum period of seven years.

256. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 3605 Gulf Dr LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

257. Defendant 3605 Gulf 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 AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

258. By reason of the breaches of the Master PMA by Defendant 3605 Gulf Dr LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT VII: Breach of the Master PMA
(Against Defendant 112 Palm Ave LLC)**

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

260. As set forth above, Defendant 112 Palm 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 112 Palm Avenue, 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 112 Palm Avenue, Anna Maria, Florida 34216, entered into the Master PMA.

261. 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 112 Palm Avenue, Anna Maria, Florida 34216 owned by Defendant 112 Palm Ave LLC.

262. 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 112 Palm Ave LLC, on the other hand.

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

264. The Founders and Owners of the Prime Business and Defendant 112 Palm 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 112 Palm Avenue, Anna Maria, Florida

34216 for a minimum period of seven years.

265. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 112 Palm Ave LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

266. Defendant 112 Palm 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 AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

267. By reason of the breaches of the Master PMA by Defendant 112 Palm Ave LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT VIII: Breach of the Master PMA
(Against Defendant 107 Palm LLC)**

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

269. As set forth above, Defendant 107 Palm 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 107 Palm Avenue, 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 107 Palm Avenue, Anna Maria, Florida 34216, entered into the Master PMA.

270. 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 107 Palm Avenue, Anna Maria, Florida 34216 owned by Defendant 107 Palm LLC.

271. 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 107 Palm LLC, on the other hand.

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

273. The Founders and Owners of the Prime Business and Defendant 107 Palm LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 107 Palm Avenue, Anna Maria, Florida 34216 for a minimum period of seven years.

274. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 107 Palm LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

275. Defendant 107 Palm LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

276. By reason of the breaches of the Master PMA by Defendant 107 Palm LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT IX: Breach of the Master PMA
(Against Defendant 3602 6th LLC)**

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

278. As set forth above, Defendant 3602 6th 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 3602 6th Avenue, 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 3602 6th Avenue, Holmes Beach, Florida 34217, entered into the Master PMA.

279. 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 3602 6th Avenue, Holmes Beach, Florida 34217 owned by Defendant 3602 6th LLC.

280. 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 3602 6th LLC, on the other hand.

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

282. The Founders and Owners of the Prime Business and Defendant 3602 6th LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 3602 6th Avenue, Holmes Beach, Florida 34217 for a minimum period of seven years.

283. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 3602 6th LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

284. Defendant 3602 6th LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff

Prime.

285. By reason of the breaches of the Master PMA by Defendant 3602 6th LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT X: Breach of the Master PMA
(Against Defendant Island Savvy Ventures, LLC)**

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

287. As set forth above, Defendant Island Savvy Ventures, 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 428 Magnolia Avenue, 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 428 Magnolia Avenue, Anna Maria, Florida 34216, entered into the Master PMA.

288. 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 428 Magnolia Avenue, Anna Maria, Florida 34216 owned by Defendant Island Savvy Ventures, LLC.

289. 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 Island Savvy Ventures, LLC, on the other hand.

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

291. The Founders and Owners of the Prime Business and Defendant Island Savvy Ventures, LLC agreed that Plaintiff Prime would have the exclusive right to provide certain

services to and collect management fees from the property located at 428 Magnolia Avenue, Anna Maria, Florida 34216 for a minimum period of seven years.

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

293. Defendant Island Savvy Ventures, LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

294. By reason of the breaches of the Master PMA by Defendant Island Savvy Ventures, LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT XI: Breach of the Master PMA
(Against Defendant 209 65th LLC)**

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

296. As set forth above, Defendant 209 65th 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 207 65th Street, Holmes Beach, Florida 34218 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 207 65th Street, Holmes Beach, Florida 34218, entered into the Master PMA.

297. 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 207 65th Street, Holmes Beach, Florida 34218 owned by Defendant 209 65th

LLC.

298. 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 209 65th LLC, on the other hand.

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

300. The Founders and Owners of the Prime Business and Defendant 209 65th LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 207 65th Street, Holmes Beach, Florida 34218 for a minimum period of seven years.

301. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 209 65th LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

302. Defendant 209 65th LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

303. By reason of the breaches of the Master PMA by Defendant 209 65th LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT XII: Breach of the Master PMA
(Against Defendant 100 73rd LLC)**

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

305. As set forth above, Defendant 100 73rd 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 100 73rd Street, Units 102 [103B], 117 [203C], and 118 [202C], 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 100 73rd Street, Units 102 [103B], 117 [203C], and 118 [202C], Holmes Beach, Florida 34217, entered into the Master PMA.

306. 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 100 73rd Street, Units 102 [103B], 117 [203C], and 118 [202C], Holmes Beach, Florida 34217 owned by Defendant 100 73rd LLC.

307. 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 100 73rd LLC, on the other hand.

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

309. The Founders and Owners of the Prime Business and Defendant 100 73rd LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 100 73rd Street, Units 102 [103B], 117 [203C], and 118 [202C], Holmes Beach, Florida 34217 for a minimum period of seven years.

310. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 100 73rd LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

311. Defendant 100 73rd LLC has breached the Master PMA by purporting to

unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

312. By reason of the breaches of the Master PMA by Defendant 100 73rd LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT XIII: Breach of the Master PMA
(Against Defendant 216 Palmetto Ave LLC)**

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

314. As set forth above, Defendant 216 Palmetto 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 216 Palmetto Avenue, Anna Maria, Florida 34218 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 216 Palmetto Avenue, Anna Maria, Florida 34218 entered into the Master PMA.

315. 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 216 Palmetto Avenue, Anna Maria, Florida 34218 owned by Defendant 216 Palmetto Ave LLC.

316. 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 216 Palmetto Ave LLC, on the other hand.

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

318. The Founders and Owners of the Prime Business and Defendant 216 Palmetto 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 216 Palmetto Avenue, Anna Maria, Florida 34218 for a minimum period of seven years.

319. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 216 Palmetto Ave LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

320. Defendant 216 Palmetto 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 AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

321. By reason of the breaches of the Master PMA by Defendant 216 Palmetto Ave LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT XIV: Breach of the Master PMA
(Against Defendant 305 Magnolia LLC)**

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

323. As set forth above, Defendant 305 Magnolia 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 305 Magnolia Avenue, 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 305 Magnolia Avenue, Anna Maria, Florida 34216, entered into the Master PMA.

324. 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 305 Magnolia Avenue, Anna Maria, Florida 34216 owned by Defendant 305 Magnolia LLC.

325. 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 305 Magnolia LLC, on the other hand.

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

327. The Founders and Owners of the Prime Business and Defendant 305 Magnolia LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 305 Magnolia Avenue, Anna Maria, Florida 34216 for a minimum period of seven years.

328. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 305 Magnolia LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

329. Defendant 305 Magnolia LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

330. By reason of the breaches of the Master PMA by Defendant 305 Magnolia LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT XV: Breach of the Master PMA
(Against Defendant 9405 Gulf Drive LLC)**

331. Plaintiffs expressly incorporate the allegations in the preceding paragraphs as if

fully set forth herein.

332. As set forth above, Defendant 9405 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 9405 Gulf Drive, 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 9405 Gulf Drive, Anna Maria, Florida 34216, entered into the Master PMA.

333. 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 9405 Gulf Drive, Anna Maria, Florida 34216 owned by Defendant 9405 Gulf Drive LLC.

334. 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 9405 Gulf Drive LLC, on the other hand.

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

336. The Founders and Owners of the Prime Business and Defendant 9405 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 9405 Gulf Drive, Anna Maria, Florida 34216 for a minimum period of seven years.

337. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 9405 Gulf Drive LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

338. Defendant 9405 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 AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

339. By reason of the breaches of the Master PMA by Defendant 9405 Gulf Drive LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT XVI : Breach of the Master PMA
(Against Defendant 303 Pine LLC)**

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

341. As set forth above, Defendant 303 Pine 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 94 North Shore Drive, 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 94 North Shore Drive, Anna Maria, Florida 34216, entered into the Master PMA.

342. 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 94 North Shore Drive, Anna Maria, Florida 34216 owned by Defendant 303 Pine LLC.

343. 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 303 Pine LLC, on the other hand.

344. At all times, Plaintiff Prime has performed in all material respects its obligations

under the Master PMA.

345. The Founders and Owners of the Prime Business and Defendant 303 Pine LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 94 North Shore Drive, Anna Maria, Florida 34216 for a minimum period of seven years.

346. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 303 Pine LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

347. Defendant 303 Pine LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

348. By reason of the breaches of the Master PMA by Defendant 303 Pine LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT XVII: Breach of the Master PMA
(Against Defendant 104 9th St SK LLC)**

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

350. As set forth above, Defendant 104 9th St SK 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 104 9th Street 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 104 9th Street S, Bradenton Beach, Florida 34217, entered into the Master PMA.

351. 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 104 9th Street S, Bradenton Beach, Florida 34217 owned by Defendant 104 9th St SK LLC.

352. 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 104 9th St SK LLC, on the other hand.

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

354. The Founders and Owners of the Prime Business and Defendant 104 9th St SK LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 104 9th Street S, Bradenton Beach, Florida 34217 for a minimum period of seven years.

355. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 104 9th St SK LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

356. Defendant 104 9th St SK LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

357. By reason of the breaches of the Master PMA by Defendant 104 9th St SK LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT XVIII: Breach of the Master PMA
(Against Defendant Gulf View Beach House LLC)**

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

359. As set forth above, Defendant Gulf View Beach House 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 105 4th Street N, 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 105 4th Street N, Bradenton Beach, Florida 34217, entered into the Master PMA.

360. 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 105 4th Street N, Bradenton Beach, Florida 34217 owned by Defendant Gulf View Beach House LLC.

361. 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 Gulf View Beach House LLC, on the other hand.

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

363. The Founders and Owners of the Prime Business and Defendant Gulf View Beach House LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 105 4th Street N, Bradenton Beach, Florida 34217 for a minimum period of seven years.

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

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

365. Defendant Gulf View Beach House LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

366. By reason of the breaches of the Master PMA by Defendant Gulf View Beach House LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT XIX: Breach of the Master PMA
(Against Defendant 301 22nd LLC)**

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

368. As set forth above, Defendant 301 22nd 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 2119 Avenue B Bradenton Beach, Forida 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 2119 Avenue B Bradenton Beach, Forida 34217, entered into the Master PMA.

369. 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 2119 Avenue B Bradenton Beach, Forida 34217 owned by Defendant 301 22nd LLC.

370. 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 301

22nd LLC, on the other hand.

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

372. The Founders and Owners of the Prime Business and Defendant 301 22nd LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 2119 Avenue B Bradenton Beach, Florida 34217 for a minimum period of seven years.

373. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 301 22nd LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

374. Defendant 301 22nd LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

375. By reason of the breaches of the Master PMA by Defendant 301 22nd LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

**COUNT XX: Breach of the Master PMA
(Against Defendant 741 Jacaranda LLC)**

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

377. As set forth above, Defendant 741 Jacaranda 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 741 Jacaranda Road, 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 741 Jacaranda Road, Anna Maria, Florida 34216, entered into the Master PMA.

378. 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 741 Jacaranda Road, Anna Maria, Florida 34216 owned by Defendant 741 Jacaranda LLC.

379. 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 741 Jacaranda LLC, on the other hand.

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

381. The Founders and Owners of the Prime Business and Defendant 741 Jacaranda LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 741 Jacaranda Road, Anna Maria, Florida 34216 for a minimum period of seven years.

382. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 741 Jacaranda LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

383. Defendant 741 Jacaranda LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

384. By reason of the breaches of the Master PMA by Defendant 741 Jacaranda LLC,

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

**COUNT XXI: Breach of the Master PMA
(Against Defendant 307 Magnolia LLC)**

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

386. As set forth above, Defendant 307 Magnolia 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 307 Magnolia Avenue, 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 307 Magnolia Avenue, Anna Maria, Florida 34216, entered into the Master PMA.

387. 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 307 Magnolia Avenue, Anna Maria, Florida 34216 owned by Defendant 307 Magnolia LLC.

388. 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 307 Magnolia LLC, on the other hand.

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

390. The Founders and Owners of the Prime Business and Defendant 307 Magnolia LLC agreed that Plaintiff Prime would have the exclusive right to provide certain services to and collect management fees from the property located at 307 Magnolia Avenue, Anna Maria, Florida 34216 for a minimum period of seven years.

391. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or Defendant 307 Magnolia LLC to block dates for personal use or to terminate the Master PMA during the initial minimum seven-year term.

392. Defendant 307 Magnolia LLC has breached the Master PMA by purporting to unilaterally terminate the Master PMA and/or by purporting to block dates and engaging Defendant AMI Premier to provide the services that are to be provided exclusively by Plaintiff Prime.

393. By reason of the breaches of the Master PMA by Defendant 307 Magnolia LLC, Plaintiffs have suffered damages in excess of \$50,000 dollars.

Count XXII: Tortious Interference with the Master PMA
(Against Defendants Jennifer Warren-Kaleta and AMI Premier)

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

395. 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-JK Property Companies, and the other limited liability companies that own the Properties listed in the Schedule of Real Property, on the other hand.

396. The Founders and Owners of the Prime Business agreed on behalf of themselves and the Defendant Seller-JK 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-JK Properties (and the other Properties) for a minimum period of seven years.

397. The Master PMA does not include any right for the Founders and Owners of the Prime Business, or the Defendant Seller-JK 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.

398. Upon information and belief, Defendants Warren-Kaleta and AMI Premier 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-JK Property Companies (and certain other limited liability companies) with respect to the Master PMA, Defendant Warren-Kaleta 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 Warren-Kaleta's ex-husband and the father of her children, and Defendant Warren-Kaleta is the owner and manager of Defendant AMI Premier.

399. Defendants Warren-Kaleta and AMI Premier have intentionally and unjustifiably acted to cause the Founders and Owners of the Prime Business and the Defendant Seller-JK Property Companies to breach the Master PMA by participating in a scheme to transfer interests in the Defendant Seller-JK Property Companies to Defendant AMI Premier and to facilitate the purported resignations of the Founders and Owners of the Prime Business and the appointment of Defendant Warren-Kaleta as manager of the Defendant Seller-JK Property Companies.

400. Defendants Warren-Kaleta and AMI Premier 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.

401. By virtue of the foregoing, the Founders and Owners of the Prime Business, and the Defendant Seller-JK Property Companies have breached the Master PMA.

402. By reason of the tortious interference with the Master PMA by Defendants Warren-

Kaleta and AMI Premier, Plaintiffs have suffered damages excess of \$9 million dollars.

**COUNT XXIII: Tortious Interference with the EPA and Contribution Agreements
(Against Defendants Jennifer Warren-Kaleta and AMI Premier)**

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

404. 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.

405. 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.

406. 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.

407. Upon information and belief, Defendants Warren-Kaleta and AMI Premier 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 and the Defendant Seller-JK Property Companies (and certain other limited liability companies) with respect to the EPA and the Contribution Agreements, Defendant Warren-Kaleta 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 Warren-Kaleta's ex-husband and the father of her children, and Defendant Warren-Kaleta is the owner and manager of Defendant AMI Premier.

408. Defendants Warren-Kaleta and AMI Premier 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-JK Property Companies to Defendant AMI Premier 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 AMI Premier.

409. Defendants Warren-Kaleta and AMI Premier 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.

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

411. By reason of the tortious interference with the EPA and the Contribution Agreements by Defendants Warren-Kaleta and AMI Premier, Plaintiffs have suffered damages in excess of \$9 million dollars.

COUNT XXIV: Unfair Competition
(Against Defendants Jennifer Warren-Kaleta and AMI Premier)

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

413. 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).

414. Defendants Warren-Kaleta and AMI Premier operate a vacation rental property management business in the same geographic area as Plaintiffs and are competitors of Plaintiffs.

415. Defendants Warren-Kaleta and AMI Premier 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-JK Property Companies and other former customers of Plaintiffs to Defendant AMI Premier.

416. Defendants Warren-Kaleta and AMI Premier 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.

417. Plaintiffs have been harmed by the loss of the business of the Defendant Seller-JK 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.

418. By reason of the deceptive and unfair trade practices employed by Defendants Warren-Kaleta and AMI Premier, Plaintiffs have suffered damages in excess of \$9 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 \$9,000,000, 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@williamsspark.com, coakley@williamsspark.com and mwengerd@williamsspark.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
Telephone: (941) 329-6622
Facsimile: (941) 366-5109
Attorneys for Plaintiff
Primary Email: cnigro@williamsspark.com
Primary Email: jwagner@williamsspark.com
Primary Email: coakley@williamsspark.com
Secondary Email: mwengerd@williamsspark.com
Attorneys for Plaintiff

And Of-Counsel Attorneys for Plaintiff

Anthony Paduano*
Patricia Eberwine*
Jonathan Gordon*
Paduano & Weintraub LLP
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 785-9100
ap@pwlawyers.com
pw@pwlawyers.com
jpg@pwlawyers.com

**pro hac vice* forthcoming



PRIME VACATIONS

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 un invoiced 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 cancellation 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.

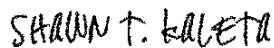
31. **WAIVER OF JURY TRIAL:** EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED 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:


SHAWN T. KALETA

E3667E03ADAE446

Shawn T. Kaleta

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

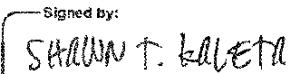
OWNER


Roman Eckert

Address for Notices: 2024 Alameda Ave
Sarasota, FL 34234

Email: roman.eckert@vivre-invest.com

PRIME VACATIONS LLC, as Agent

Signed by:
By: 
E3667E03ADAE446

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]

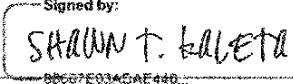
PMCs:

AMI LOCALS, LLC

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

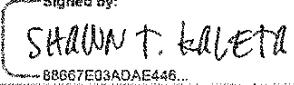
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**TROPICAL SANDS ACCOMMODATIONS,
LLC**

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

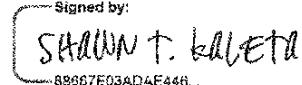
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**ANNA MARIA ISLAND
ACCOMMODATIONS, LLC**

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

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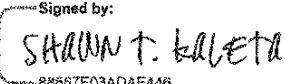
**SIESTA KEY LUXURY RENTAL
PROPERTIES, LLC**

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

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[Signature Page to Management Services Agreement]

AMI SUNSHINE VACATIONS LLC

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

LIDO KEY VACATIONS LLC

By: Siesta Key Resort JV LLC, its Manager
Signed by:
By: 
Name: Shawn T. Kaleta
Title: Manager

[Signature Page to Management Services Agreement]