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2020 JAN 16 PM 4:12  
STATE OF FLORIDA  
TALLAHASSEE, FL 32309

Amend/CC

JAN 16 2020

ALBRITTON

## COVER LETTER

TO: **Registration Section**  
**Division of Corporations**

SUBJECT: Love Shack South Holdings LLC  
\_\_\_\_\_  
Name of Limited Liability Company

The enclosed Articles of Amendment and fees are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jeffrey Buongiorno

\_\_\_\_\_  
Name of Person

\_\_\_\_\_  
Firm/Company

3851 No. Ocean Blvd #406

\_\_\_\_\_  
Address

Gulf Stream, FL 33483

\_\_\_\_\_  
City/State and Zip Code

jeff@etektraining.com

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

For further information concerning this matter, please call:

Jeffrey D. Buongiorno                      201                      201.424.4247  
\_\_\_\_\_  
Name of Person                      at (                      )                      Daytime Telephone Number  
Area Code

Enclosed is a check for the following amount:

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &<br>Certificate of Status | <input checked="" type="checkbox"/> \$55.00 Filing Fee &<br>Certified Copy<br>(additional copy is enclosed) | <input type="checkbox"/> \$60.00 Filing Fee,<br>Certificate of Status &<br>Certified Copy<br>(additional copy is enclosed) |
|---|--|---|--|

**Mailing Address:**

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

**Street Address:**

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



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 9, 2020

JEFFREY BUONGIORNO  
3851 NO. OCEAN BLVD #406  
GULF STREAM, FL 33483

SUBJECT: LOVE SHACK SOUTH HOLDINGS LLC  
Ref. Number: L13000160403

We have received your document for LOVE SHACK SOUTH HOLDINGS LLC and your check(s) totaling \$55.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 605.0203(1), Florida Statutes, requires the document(s) to be signed by one person acting as an authorized representative.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton  
Regulatory Specialist II

Letter Number: 120A00000644

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

Love Shack South Holdings LLC

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

FILED  
2020 JAN 16 PM 4:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The Articles of Organization for this Limited Liability Company were filed on 11/15/2013 and assigned  
Florida document number L13000160403.

This amendment is submitted to amend the following:

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

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

**Enter new principal offices address, if applicable:**

**(Principal office address MUST BE A STREET ADDRESS)**

3851 North Ocean Blvd #406  
Gulf Stream, FL 33483

**Enter new mailing address, if applicable:**

**(Mailing address MAY BE A POST OFFICE BOX)**

3851 North Ocean Blvd  
#406  
Gulf Stream, FL 33483

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

Name of New Registered Agent: \_\_\_\_\_

New Registered Office Address: \_\_\_\_\_

*Enter Florida street address*

\_\_\_\_\_, Florida \_\_\_\_\_  
City Zip Code

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

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

\_\_\_\_\_  
If Changing Registered Agent, Signature of New Registered Agent

Amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Jeffrey D. Buongiorno	3851 No. Ocean Blvd	<input checked="" type="checkbox"/> Add
		Unit 406	<input type="checkbox"/> Remove
		Gulf Stream, FL 33483	<input type="checkbox"/> Change
MGR	Francesca N. Lucia	520 SW 9th Street	<input type="checkbox"/> Add
		#307	<input checked="" type="checkbox"/> Remove
		Des Moines, IA 50309	<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release ("**Agreement**") is entered into by among JEFFREY BUONGIORNO and DOO DAH PARTNERSHIP, LP ("**Plaintiff**") and LOVE SHACK HOLDINGS, LLC ("**Defendant**").

### **RECITALS**

This Agreement is entered into with reference to the following facts:

WHEREAS, Plaintiff, Jeffrey Buongiorno initiated an action styled JEFFREY BUONGIORNO v LOVE SHACK HOLDINGS, LLC, Case# 2017-CC-005860, in the County Court of Palm Beach County, Florida (the "County Lawsuit");

WHEREAS, Plaintiff, Doo Dah Partnership, LP initiated an action styled Doo Dah Partnership, LP v LOVE SHACK HOLDINGS, LLC, Case# 502017CA006132XXXXMB, in the Circuit Court of Palm Beach County, Florida (the "Circuit Lawsuit");

WHEREAS, the County Lawsuit and the Circuit Lawsuit will be collectively referred to herein as the "Disputes";

WHEREAS, the dispute involves the ownership of real property located at 2840 Ashley Drive East, Unit C, West Palm Beach, FL 33483 which is legally described as:

Unit No. C, Building No. 2 of Cresthaven Villas No. 4 Condominium, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 1596, Page 96, and all exhibits and amendments thereof, Public Records of Palm Beach County, Florida. (the "Subject Property").

WHEREAS, Plaintiffs and Defendant (collectively, the "**Parties**" and individually, the "**Party**") desire to settle and compromise, as more fully set forth herein, all claims, causes of action, and liability, known or unknown, from the beginning of time until the execution of this Agreement;

WHEREAS, the Parties have entered into a Mediation Settlement Agreement dated October 16, 2019 which resolved all disputes between the Parties, a true and correct copy of which is incorporated herein by reference and attached hereto as Exhibit A.;

WHEREAS, the Parties are desirous to enter into this Agreement to further the terms agreed upon in the Mediation Settlement Agreement; and

WHEREAS, the Parties acknowledge that they are receiving (from the other party) adequate and sufficient consideration for the warranties, promises, releases and undertakings contained in this Agreement in favor of, or to the benefit of the other party.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct.
2. **Agreement Contingent Upon Acceptable Title of Subject Property.** Plaintiffs' counsel in their sole and absolute discretion shall determine if the title to the Subject Property is acceptable to be conveyed to the Plaintiffs. Should Plaintiff's counsel determine the title to the Subject Property is unacceptable, this Agreement will become null and void and Plaintiffs shall continue to prosecute the Disputes. Should Plaintiff's counsel determine the title to the Subject Property is acceptable, this Agreement shall become binding upon the parties and be executed according terms contained herein.
3. **Conveyance of Subject Property or Defendant Company.** Plaintiffs, in their sole and absolute discretion shall elect to receive from Defendant either: (i) a Warranty Deed for the Subject Property to Plaintiff or a grantee of Plaintiffs' election; or (ii) all necessary paperwork from Defendant conveying LOVE SHACK, LLC to Plaintiff or a grantee of Plaintiffs' election and shall notify the Defendant of which consideration the Plaintiffs' elect to receive. Within thirty (30) days from the date of the Mediation Settlement Agreement, Defendant shall either execute a Warranty Deed to Plaintiff, the grantee of Plaintiff's election or shall execute any and all documents necessary to convey LOVE SHACK, LLC to Plaintiff or a grantee of Plaintiffs' election and shall deliver the fully executed deed or LLC transfer documents to Plaintiffs' counsel in exchange for the consideration of this Agreement.
4. **Consideration.** Within thirty (30) days from the date of the Mediation Settlement Agreement and the signing of this agreement, Plaintiffs will pay Defendant TWENTY THOUSAND and 00/100 Dollars (\$20,000.00).
5. **Dismissal of Disputes.** Upon receipt of the Warranty Deed or conveyance documents and payment set forth in Sections 3 and 4 above, Plaintiffs shall cause the Disputes (both of them) to be dismissed with prejudice, and Plaintiffs' counsel shall provide evidence of that dismissal to Defendant's counsel. Notwithstanding the dismissal of the Disputes with prejudice, the Court will retain jurisdiction to enforce the terms of this Agreement.
6. **General Release.** The Parties fully and forever release and discharge each other, together with their officers, directors, principals, heirs, executors, administrators, predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, attorneys, and agents, and each of them, from any and all claims, demands, actions, causes of action, contracts, obligations, suits, debts, costs, or liabilities, whether known or unknown, which either Party ever had, now has, or may hereafter claim to have, against the other Party on or before the last date of execution of this Agreement. This general release includes, but is not limited to, any rights, claims, or causes of action relating to, arising out of, brought in, or that could have been brought in

connection with the Disputes or that relate in any way to dealings of any kind between the Parties on or before the last date of execution of this Agreement.

7. **Unknown Facts or Claims.** It is the Parties' intent that this Agreement shall apply to all claims, whether known, unknown, or unanticipated. Furthermore, the general release provided above shall remain in effect as a full and complete release, notwithstanding the existence or subsequent discovery of any presently-unknown, different, or additional facts or claims. The Parties expressly waive their right to argue or claim, under any statute, legal doctrine, or precedent, that this Agreement does not extend to matters that the Parties did not know about or suspect to exist in the Parties' favor at the time this Agreement was executed.

8. **Compromise/Not An Admission.** This Agreement effects the compromise and settlement of disputed and contested claims, and nothing contained herein shall ever be construed as an admission by any Party hereto of any liability of any kind to any other party.

9. **Opportunity to Receive Independent Advice of Counsel.** Plaintiffs and Defendant represent and certify that each of them has had the opportunity to secure independent legal advice and consultation in connection with this Agreement and any rights they may be relinquishing hereby and that they have not relied upon any representations or statements made by any other Party or by any other party's counsel or representatives in executing this Agreement other than as stated herein expressly.

10. **Voluntary Agreement.** The Parties respectively represent and certify that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.

11. **Mediation Fees.** Each Party will bear its own expenses related to the mediation between the Parties on October 16, 2019 but it is understood and agreed that the Plaintiffs shall pay the mediator.

12. **Captions.** Paragraph titles or captions contained in this Agreement are used for convenience or reference only and are not intended to and shall not in any way enlarge, define, limit, extend or describe the rights or obligations of the or affect the meaning or construction of this Agreement or any provision hereof.

13. **Parties Affected.** This Agreement shall be binding upon and inure only to the benefit of the officers, directors, shareholders, employees, partners, attorneys, affiliates, representatives, spouses, trustees, heirs, successors, and assigns of the Parties.

14. **Warranty of Authority.** Each Party warrants (a) that the person executing this Agreement on its behalf has the authority to do so; and (b) that the matters being released pursuant to this Agreement have not been assigned or otherwise transferred to any other person or entity.

15. **Acknowledgment of Terms.** The Parties have read and understand the terms of this Agreement, have consulted or had the opportunity to consult with counsel of their choice, and understand and acknowledge the significance and consequence of each such term.

16. **Entire Agreement.** All agreements, covenants, representations and warranties, expressed and implied, oral and written, of the Parties concerning the subject matter hereof are contained herein. Other than the Mediation Settlement Agreement, no other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party hereto to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement. The terms of this Agreement may not be modified except by written instrument duly signed by all Parties.

17. **Provisions Severable.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to the unaffected persons or circumstances, shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

18. **Execution of Documents.** This Agreement may be executed in counterparts, that is, all signatures need not appear on the same copy. All such executed copies shall together constitute the complete Agreement. A facsimile or copy of this signed Agreement shall be considered for all purposes as an original signed instrument.

19. **Applicable Law.** This Agreement shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of Florida.

20. **Attorneys' Fees.** Each party shall bear its own attorneys' fees and costs of this action. Provided, however, in the event of further litigation or proceedings for enforcement or interpretation of this Agreement, including appellate, bankruptcy, and proceedings for determining the reasonableness of attorneys' fees, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of such proceedings.

21. **Further documents.** The parties shall execute and exchange such other and further documents as may be reasonably necessary to effectuate the terms and conditions of this Mediation Settlement Agreement.

22. **Retain Jurisdiction.** The Court shall retain jurisdiction to enforce the terms and conditions of this Mediation Settlement Agreement.

23. **Mediation Settlement Agreement.** Nothing contained in this Agreement shall be deemed to supersede, modify, limit or expand any of the provisions of the Mediation Settlement Agreement. In the event of any conflict between the terms of this Agreement and the Mediation Settlement Agreement, the terms of the Mediation Settlement Agreement shall prevail

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of the last signature herein.

SIGNATURE PAGES TO FOLLOW

**PLAINTIFFS:**

Dated: November 15, 2019

  
JEFFREY BUONGIORNO

DOO DAH PARTNERSHIP, LP

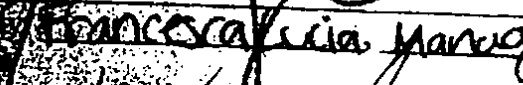
  
By: JEFFREY BUONGIORNO, Member

Plaintiff's counsel

**DEFENDANT:**

Dated: November 15, 2019

LOVE SHACK HOLDINGS, LLC

  
FRANCESCA MARIA MANGANO, Managing member

Defendant's counsel

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

See attached underlying documents under separate cover.

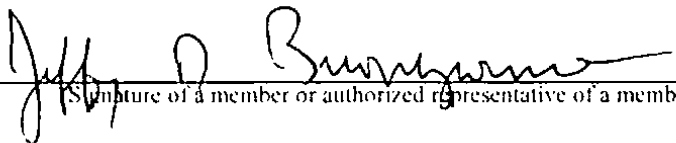
Effective date, if other than the date of filing: \_\_\_\_\_ (optional)

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

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

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

Dated December 3rd, 2019



Signature of a member or authorized representative of a member

Jeffrey D. Buongiorno

Typed or printed name of signee