

L17000112043

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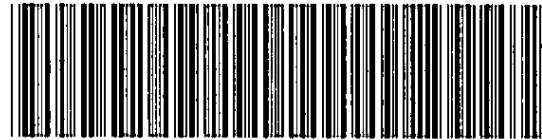
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22 AUG 10 AM 10:48

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Magic Companies Group, LLC

Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Hector Lizasuain

Name of Person

Magic Companies Group, LLC

Firm/Company

1170 Celebration Blvd Suite 106

Address

Celebration, FL 34747

City/State and Zip Code

hector.lizasuain@magiccompanies.com

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

For further information concerning this matter, please call:

Hector Lizasuain

407

992-8802x103

at (_____) _____

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☒ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address:

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

Street Address:

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

22 AUG 10 AM 10:48

FLORIDA STATE
DIVISION OF CORPORATIONS

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

Magic Companies Group LLC

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

The Articles of Organization for this Limited Liability Company were filed on 05/22/2017 and assigned
Florida document number L17000112043.

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)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

22 AUG 10 AM 10:48
Division of Corporation

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: Lizasuain, Hector

New Registered Office Address: 1170 Celebration Blvd Suite 106
Enter Florida street address

Celebration, Florida 34747
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

If 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>
AMBR	Sinelli, Luis	7430 Brooklyn Drive	<input type="checkbox"/> Add
		Kissimmee, FL 34747	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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			<input type="checkbox"/> Change

22 JUN 10 AM 10:48
DIVISION OF CONSUMER PROTECTION
STATE OF FLORIDA

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

Effective July 22, 2022, Sinelli Investment LLC, a Florida limited liability company owned by

Luis Cluadio Sinelli, has resigned from the Magic Companies Group LLC as a partner by transferring its
entire equity ownership interest to the Company.

Signed copies of the "Assignment of Membership Interests" are attached

The new registered agent on record is Hector Lizasuain as stated in B.

22 AUG 10 AM 10:48

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

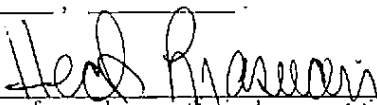
E. Effective date, if other than the date of filing: 7/22/2022 (optional)

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

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

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

Dated July 22nd, 2022



Signature of a member or authorized representative of a member

Hector Lizasuain

Typed or printed name of signee

ASSIGNMENT OF MEMBERSHIP INTERESTS

This **ASSIGNMENT OF MEMBERSHIP INTERESTS** (this “**Agreement**”) is made effective the 22nd day of ~~June~~^{July}, 2022 (the “**Effective Date**”) by and among **SINELLI INVESTMENT LLC**, a Florida limited liability company (the “**Assignor**”), **LUIS CLUADIO SINELLI**, the sole owner of Assignor (“**Sinelli**,” together with Assignor, the “**Sinelli Parties**”) and **MAGIC COMPANIES GROUP, LLC**, a Florida limited liability company (the “**Company**”).

WHEREAS, the Assignor holds 9,062 Units (as defined in the Operating Agreement referenced below) of the Company (the “**Assigned Interest**”), which represents the Assignor’s entire equity ownership interest in the Company, and Sinelli is the sole member and manager of Assignor.

WHEREAS, the rights and obligations of the Members of the Company are governed by that certain Amended and Restated Operating Agreement of the Company dated January 29, 2021 (the “**Operating Agreement**”).

WHEREAS, this Agreement is entered into pursuant to that certain Settlement Agreement dated June 22^{July 22}, 2022 entered into by and among the Assignor, Sinelli, the Company FJAS – REAL ESTATE, LLC, a Delaware limited liability company and JOSE AUGUSTO SCHINCAROL (the “**Settlement Agreement**”).

WHEREAS, pursuant to the Settlement Agreement the parties have agreed that in exchange for the mutual covenants contained in the Settlement Agreement and this Agreement, and for other good and valuable consideration, including without limitation the payment referenced in Section 3 of the Settlement Agreement (the “**Settlement Payment**”), the Assignor shall assign, convey, release and transfer the Assignor’s entire right, title and interest in and to the Assigned Interest to the Company for redemption on the terms, and in exchange for the consideration, described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree and covenant as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **ASSIGNMENT OF ASSIGNED INTEREST.**
 - a. **Assignment.** In exchange for good and valuable consideration, including without limitation the Settlement Payment, the receipt and sufficiency of which is hereby agreed to and acknowledged, and for other consideration represented by the Settlement Agreement, Assignor hereby conveys, assigns, and transfers to the Company the Assignor’s entire right, title, and interest in and to all equity ownership and membership interests in the Company, including without limitation the Assigned Interest. Such Assigned Interests are assigned, effective on the Effective Date, free and clear of any lien, mortgage, pledge, or other encumbrance (collectively, “**Liens**”).

b. Full Assignment and Acknowledgements. Without limiting Section 2(a) above, effective on the Effective Date each Sinelli Party agrees, acknowledges, represents and warrants that pursuant to the assignment of the Assigned Interests facilitated by this Agreement, the Company shall have received valid and irrevocable assignment of all interests and rights of ownership in the Company previously held by Assignor immediately prior to the Effective Date including, but not limited to, (i) all interests in the Company's profits, losses, distributions, credits, income, gain, loss, deduction (or items thereof) attributable to such Assigned Interests as of the Effective Date hereof; (ii) the entire share of each Sinelli Party to any and all rights to appreciation in the Company's assets; (iv) all interest of each Sinelli Party in the Company's capital, including, but not limited to, all rights to be repaid contributions of money or other property to the Company, whether made at the formation of the Company or subsequent thereto; (v) all interest in any real, personal, intangible and intellectual property owned by the Company; (vi) any Sinelli Party's rights to vote or exercise control over or with respect to the management or operations of the Company; and (vii) any and all other interest in or to the Company of any nature whatsoever. For the avoidance of doubt, (A) immediately upon the execution of this document each Sinelli Party acknowledges and agrees that the Majority Member (as defined in the Operating Agreement) shall be the sole owner of the Company, and (B) each Sinelli Party acknowledges and agrees that they shall not be entitled to any further distributions, dividends or other payments from the Company attributable to prior equity ownership of the Company or otherwise. The Assignor hereby irrevocably constitutes and appoint the Secretary and Manager of the Company as attorney-in-fact to transfer said Assigned Interests on the books of the Company.

c. Acceptance of Assignment and Redemption. Company hereby accepts the foregoing assignment of the Assigned Interest and redeems such Assigned Interest.

3. SETTLEMENT AGREEMENT. The Sinelli Parties and the Company acknowledge and agree that the terms of the Settlement Agreement apply to the assignment facilitated by this Agreement that any resulting disputes, claims or controversies shall be resolved in accordance with, and subject to the terms of, the Settlement Agreement.

4. REPRESENTATIONS AND WARRANTIES OF SINELLI PARTIES. Each of the Sinelli Parties jointly and severally represents and warrants to the Company and its Manager, Majority Member, officers and affiliates as follows:

a. Authority. The Sinelli Parties have full legal capacity to execute and deliver this Agreement and to perform their respective obligations hereunder. This instrument constitutes the valid and legally binding obligation of the Sinelli Parties, enforceable against such parties in accordance with the terms of this Agreement, and no consent or approval of any other party is necessary to allow the Sinelli Parties to execute this Agreement or perform or otherwise give effect to the covenants and agreements of the Sinelli Parties herein.

b. Non-Contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any law or order to which any Sinelli Party is subject; (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the

right to accelerate, terminate, modify, or cancel, or require any notice under any contract to which any Sinelli Party is a party or by which it is bound or to which any of its assets is subject; or (iii) result in the imposition or creation of a Lien upon or with respect to the Assigned Interests.

c. Financial Condition. No Sinelli Party has committed any act of bankruptcy, is insolvent, has proposed a compromise or arrangement to such party's creditors generally, has had any petition for a receiving order in bankruptcy filed against such party, has made a voluntary assignment in bankruptcy, has taken any proceeding with respect to a compromise or arrangement, to have such party declared bankrupt or wound-up, or to have a receiver appointed to any part of such party's assets, or has had any debtor take possession of any of such party's property.

d. Ownership of Interest. The Assignor holds of record and owns beneficially the Assigned Interests free and clear of all Liens. No Sinelli Party is a party to or bound by any option, warrant, purchase right, or other contract or commitment that could require any Sinelli Party to sell, transfer, or otherwise dispose of all or any portion of the Assigned Interests (other than the Operating Agreement and this Agreement). The Assigned Interests are hereby transferred to the Company free and clear of all Liens, and the Company will have good and marketable title to the Assigned Interests.

e. Acknowledgements Regarding Sufficiency of Consideration and Other Matters.

i. Each Sinelli Party acknowledges that (1) the consideration agreed upon by the parties hereto and evidenced in the Settlement Agreement and this document represents the sole compensation to which the Sinelli Parties are entitled with respect to the transfer of the equity interests in the Company by Assignor evidenced hereby, (2) such consideration was mutually agreed upon by the parties hereto, including the Sinelli Parties, and (3) the Sinelli Parties had access to and reviewed all books and records of the Company, including without limitation the Company's accounting records, deemed necessary or advisable by the Sinelli Parties to confirm that the consideration received by the Sinelli Parties is adequate in all respects.

ii. The Sinelli Parties further acknowledge and agree that the Company does not have any outstanding obligations to pay any Sinelli Party any additional compensation or monies (other than the Settlement Payment described herein).

f. Agreement Freely Entered Into. Each Sinelli Party acknowledges that this Agreement is entered into by each Sinelli Party and made freely and without duress.

5. Indemnity. Each Sinelli Party shall indemnify each of the Company, its Manager, the Majority Member, and their respective equity owners, members, managers, officers, agents, successor and assigns (collectively, the "**Indemnified Parties**") upon demand, for all costs and expenses incurred by any Indemnified Party as a result of any breach by any Sinelli Party of any of its representations, warranties, covenants, obligations or agreements in this Agreement.

6. **NO REPRESENTATIONS OF COMPANY.** Each Sinelli Party hereby stipulates, warrants and states that in entering into this Agreement, no statements, promises, representations, inducements or agreements were made by the Company, its Manager, the Majority Member or their respective officers, agents or representatives to influence, induce or cause the Sinelli Parties to enter into this Agreement other than such statements and representations specifically recited in this Agreement and the Settlement Agreement. Each of the Sinelli Parties hereby waives any claim of wrongful inducement, fraudulent or otherwise, arising from or related to any alleged misrepresentation or omission made in connection with negotiating, documenting and executing this Agreement. Each of the Sinelli Parties affirms and agrees that the only consideration for the execution of this Agreement is the terms and conditions stated herein, and that no other promise or agreement of any kind has been made to or with such party by any person or entity whatsoever, individually or jointly, to cause such party to execute this Agreement.
7. **RESIGNATION OF SINELLI.** Each Sinelli Party hereby acknowledges and agrees that Sinelli is neither a Manager nor an officer of the Company. Without limiting the foregoing and for the avoidance of doubt, Sinelli hereby irrevocably resign any positions in which he serves in any official capacity for the Company and shall execute **Exhibit A** attached hereto confirming such resignation. The Company is authorized to make any filings with the Florida Secretary of State deemed necessary by the Company to provide notice of such resignation.
8. **CONFIDENTIALITY.** Each of the Sinelli Parties agrees to, pledges, covenants and promises to hold strictly confidential both the terms of this Agreement and the circumstances underlying it, except to the extent that he is required to reveal information under compulsion of legal process or is required to include in any tax return or other governmental filing. Each Sinelli Party may reveal the details of this Agreement to his attorneys, accountants, third party advisors who agree to keep the information confidential, and/or members of his immediate family but only if those individuals agree to keep confidential the information revealed to them.
9. **FURTHER ASSURANCES.** Each of the Sinelli Parties hereby agrees to do, execute, acknowledge and deliver all such further acts, instruments, and assurances, and to take all such further action before or after the date hereof as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transaction contemplated hereby.
10. **ATTORNEYS' FEES.** Subject to applicable law, in the event either party brings an action to enforce or interpret any of the provisions of this Agreement, the "prevailing party" in such action shall, in addition to any other recovery, be entitled to its reasonable attorneys' fees and expenses arising from such action and any appeal or any bankruptcy action related thereto, whether or not such matter proceeds to trial.
11. **SEVERABILITY.** If any one or more provisions of this Agreement shall be held invalid or unenforceable, the validity or enforceability of all other provisions of this Agreement shall not be affected thereby. In the event a court of competent jurisdiction determines by final judgment that the scope, time period, or geographical limitations specifically set forth herein are too broad to be capable of enforcement, said court is authorized by the

parties hereto to modify and enforce such provisions as to scope, time and geographical area as the court deems reasonable and equitable.

12. **GOVERNING LAW; VENUE.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the state of Florida without regard to its principles of conflicts of laws. Venue for any dispute shall be in Orange County, Florida.
13. **COUNTERPARTS.** This Agreement may be executed and accepted in one or more counterparts for the convenience of the parties, each of which will be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery of a counterpart hereof via facsimile transmission or by electronic mail transmission, including but not limited to an Adobe file format document (also known as a PDF file), shall be as effective as delivery of a manually executed counterpart hereof.
14. **EQUITABLE RELIEF.** Each party acknowledges that remedies at law may be inadequate to provide the other with full compensation in the event of a material breach of any of the provisions of this Agreement, and that the non-breaching party shall therefore be entitled to seek injunctive relief in the event of such material breach.
15. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION TO ENFORCE OR INTERPRET THIS AGREEMENT. EACH PARTY: (I) CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (II) ACKNOWLEDGES THAT SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this **ASSIGNMENT OF MEMBERSHIP INTERESTS** to be executed effective as of the Effective Date specified above.

ASSIGNOR:

SINELLI INVESTMENT LLC,
a Florida limited liability company

By: 

C8BA50CC8274479
Luis Claudio Sinelli, Manager

SINELLI:

DocuSigned by:



C8BA50CC8274479
LUIS CLAUDIO SINELLI

COMPANY:

MAGIC COMPANIES GROUP, LLC, a Florida
limited liability company

By: **FJAS - REAL ESTATE LLC,**
its sole Manager

By: 

Jose Augusto Schincariol, Manager

EXHIBIT A

MAGIC COMPANIES GROUP, LLC

RESIGNATION OF LUIS SINELLI

I, **LUIS CLUADIO SINELLI**, hereby irrevocably resign any positions in which I serve in any official capacity for **MAGIC COMPANIES GROUP, LLC**, a Florida limited liability company, with such resignation to be effective as of the date hereof.

DATED: June ^{7/22/2022}_____, 2022

DocuSigned by:



C9B85DCCB274479..

LUIS CLUADIO SINELLI