

L10000068697

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2011 APR 18 PM 5:57

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C. LEWIS

APR 19 2011

EXAMINER

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Tuscana Vacation Program, 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:

Garrett Kenny

Name of Person

Tuscana Vacation Program, LLC

Firm/Company

1395 Tuscana Lane

Address

Championsgate, FL 33896

City/State and Zip Code

garrett@feltrim.com

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

For further information concerning this matter, please call:

Garrett Kenny

Name of Person

at (863)

353-0016

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/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

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2011 APR 18 PM 2:57

Tuscana Vacation Program, LLC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(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 6/28/2010 and assigned
Florida document number L10000068697.

This amendment is submitted to amend the following:

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

N/A

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

Enter new principal offices address, if applicable:

N/A

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

N/A

(Mailing address MAY BE A POST OFFICE BOX)

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:

Garrett Kenny

New Registered Office Address:

1395 Tuscana Lane

Enter Florida street address

Championsgate

Florida

33896

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 608, 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.

Garrett Kenny
If Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

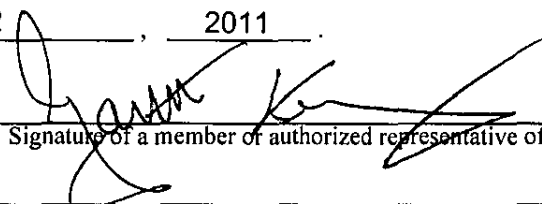
MGRM = Managing Member

| <u>Title</u> | <u>Name</u> | <u>Address</u> | <u>Type of Action</u> |
|--------------|-----------------------|---|--|
| MGR | Creative Amigos, Inc. | 7065 Westpointe Blvd. Suite 301 Orlando, FL 32835 | <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove |
| MGR | Dartmoor Hill, LLC. | 6209 Dartmoor Ct. Orlando, FL 32819 | <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove |
| | | | <input type="checkbox"/> Add <input type="checkbox"/> Remove |
| | | | <input type="checkbox"/> Add <input type="checkbox"/> Remove |
| | | | <input type="checkbox"/> Add <input type="checkbox"/> Remove |
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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Managers, Creative Amigos, Inc, and Dartmoor Hill, LLC have resolved to
remove both entities from the organizational managerial position at Tuscana
Vacation Program, LLC. In addition a change for register agent request is
included on this form.

Dated February 22, 2011


 Signature of a member or authorized representative of a member

Typed or printed name of signer

2011 APR 18 PM 5:57
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

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2011 APR 18 PM 4:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ASSIGNMENT OF INTEREST & INDEMNITY AGREEMENT

This Agreement is entered into this 10th day of July, 2010, by and between Creative Amigos, Inc., ("Assignor") a Florida corporation, located at 7065 Westpointe Blvd. Suite 301, Orlando Florida 32835 and Feltrim Developments US Inc., a Florida corporation, located at 1395 Tuscana Lane, Championsgate Florida 33896. ("Assignee")

WHEREAS, the Assignor holds 33 1/3 % interest in Tuscana Vacation Program, LLC.

WHEREAS, the Assignor transfers 33 1/3 % of Tuscana Vacation Program, LLC interest to Feltrim Developments US Inc. on condition that other certain indemnifications set forth herein; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Preamble.** The preamble to this Agreement is true and correct.
2. **Assignment and Transfer.** For and consideration of (\$5.00) dollars, Assignor hereby assigns and transfers all interest (33 1/3%) to Feltrim Developments US, Inc.
3. **Indemnity.** Assignee do hereby agree to indemnify and hold Assignor and Mark Nuzzo harmless from and against any and all losses, claims, damages, liabilities and obligations of any kind, including any reasonable attorneys fees incurred by the Assignor in investigating, defending or settling such losses, damages liabilities and obligations, arising out of any claims from prior or subsequent activities of Tuscana Vacation Program, LLC. and Feltrim Developments US, Inc.
4. **Effective Date.** For tax matters this transfer shall be deemed effective as of midnight on July 10th 2010. The parties acknowledge that use of this date will not distort the income or expenses of any party.

-SIGNATURE PAGE TO FOLLOW-

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2011 APR 18 PM 3:58

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PAGE 2 of 2 SIGNATURE PAGE

ASSIGNMENT OF INTEREST & INDEMNITY AGREEMENT BETWEEN
CREATIVE AMIGOS, INC. AND FELTRIM
DEVELOPMENTSUS, INC.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this
Assignment as of 10th day of July, 2010

ASSIGNOR:
CREATIVE AMIGOS, INC.

By: _____

Mark Nuzzo

ASSIGNEE:
FELTRIM DEVELOPMENTS US, inc

By: _____

Garret Kenny

ASSIGNMENT OF INTEREST & INDEMNITY AGREEMENT

This Agreement is entered into this 10th day of July, 2010, by and between Dartmoor Hill, LLC., ("Assignor") a Florida Limited Liability Company, located at 6209 Dartmoor Ct., Orlando Florida 32819 and Feltrim Developments US Inc., a Florida corporation, located at 1395 Tuscana Lane, Championsgate Florida 33896. ("Assignee")

WHEREAS, the Assignor holds 33 1/3 % interest in Tuscana Vacation Program, LLC.

WHEREAS, the Assignor transfers 33 1/3 % of Tuscana Vacation Program, LLC interest to Feltrim Developments US Inc. on condition that other certain indemnifications set forth herein; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Preamble.** The preamble to this Agreement is true and correct.
2. **Assignment and Transfer.** For and consideration of (\$5.00) dollars, Assignor hereby assigns and transfers all interest (33 1/3%) to Feltrim Developments US, Inc.
3. **Indemnity.** Assignee do hereby agree to indemnify and hold Assignor and Peter Giamalva harmless from and against any and all losses, claims, damages, liabilities and obligations of any kind, including any reasonable attorneys fees incurred by the Assignor in investigating, defending or settling such losses, damages liabilities and obligations, arising out of any claims from prior or subsequent activities of Tuscana Vacation Program, LLC., and Feltrim Developments US, Inc.
4. **Effective Date.** For tax matters this transfer shall be deemed effective as of midnight on July 10th 2010. The parties acknowledge that use of this date will not distort the income or expenses of any party.

-SIGNATURE PAGE TO FOLLOW-

PAGE 2 of 2 SIGNATURE PAGE

ASSIGNMENT OF INTEREST & INDEMNITY AGREEMENT BETWEEN
DARTMOOR HILL, LLC., AND FELTRIM
DEVELOPMENTSUS, INC.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this
Assignment as of 10th day of July, 2010

ASSIGNOR:
DARTMOOR HILL, LLC.

By: 

Peter Giamalva

ASSIGNEE:
FELTRIM DEVELOPMENTS US, inc

By: 

Garret Kenny