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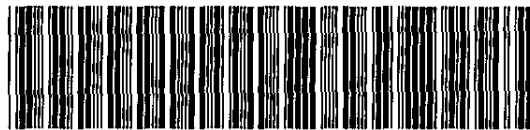
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March 9, 2006

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Estudio O'Farrell International, LLC

Filing Evidence

☒ Plain/Confirmation Copy

☐ Certified Copy

Retrieval Request

☐ Photocopy

☐ Certified Copy

Type of Document

☐ Certificate of Status

☒ Certificate of Good Standing

☐ Articles Only

☐ All Charter Documents to Include
Articles & Amendments

☐ Fictitious Name Certificate

☐ Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
ESTUDIO O'FARRELL INTERNATIONAL, LLC**

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TALLAHASSEE, FLORIDA

The Articles of Organization were filed on June 11, 2003 and assigned Document Number: L03000021070.

This amendment is submitted to amend the following:

"See Attached"

Dated March 6, 2006



Carlos Adrian Zapatero

**AGREEMENT FOR THE SALE
OF INTEREST OF
ESTUDIO O'FARRELL S.C. and OTHER
IN
ESTUDIO O'FARRELL INTERNATIONAL, LLC
TO
CARLOS ADRIAN ZAPATERO and INVENTIA LLC**

THIS AGREEMENT is entered into as of the 19th day of October, 2005 by and amongst CARLOS ADRIAN ZAPATERO and INVENTIA LLC (the "Buyers") and ESTUDIO O'FARRELL S.C., a company organized under the laws of the Republic of Argentina, and ESTEBAN NICOLAS O'FARRELL (the "Sellers") together with PABLO SCHMUKLER (the "Accommodating Party").

WITNESSETH:

WHEREAS, Sellers are the sole members (owning 100% of the membership interests) of ESTUDIO O'FARRELL INTERNATIONAL, LLC which is a limited liability company organized pursuant to the laws of the State of Florida, United States of America, which was created pursuant to an oral agreement and subsequently became the subject matter of an equitable transfer and assignment agreement dated March 8, 2004; and

WHEREAS, ESTUDIO O'FARRELL S.C. and ESTEBAN NICOLAS O'FARRELL tendered and terminated their equitable ownership interest in ESTUDIO O'FARRELL INTERNATIONAL, LLC on or about March 8, 2004, but retained a nominal interest until such equitable interest was to be fully vested in Buyers;

WHEREAS, PABLO SCHMUKLER has held ESTUDIO O'FARRELL S.C. and ESTEBAN NICOLAS O'FARRELL's nominal interest in ESTUDIO O'FARRELL INTERNATIONAL, LLC until such equitable and nominal interest is to be fully transferred and vested in Buyers hereby; and

WHEREAS, Buyers desire to complete the purchase of all of the interests in ESTUDIO O'FARRELL INTERNATIONAL, LLC and Sellers desire to sell all of their equitable and nominal interests in ESTUDIO O'FARRELL INTERNATIONAL, LLC, fully in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Price. The Purchase Price to be paid for the Seller's one hundred percent (100%) interest in ESTUDIO O'FARRELL INTERNATIONAL, LLC is ten (USD\$10.00) United States dollars
2. Payment.
 - a. The Purchase Price shall be paid by Buyers upon the execution of this Agreement.
 - b. At the time of payment as set forth in section 2.a., PABLO SCHMUKLER on behalf of ESTUDIO O'FARRELL S.C. and ESTEBAN NICOLAS O'FARRELL shall deliver to Buyers a fully executed irrevocable assignment of the latter's interests in ESTUDIO O'FARRELL INTERNATIONAL, LLC, in the form attached hereto as Exhibit 'A'.

- c. Release and Indemnification of Sellers. Buyers hereby covenant, which covenant shall survive the closing of the sale and purchase of Sellers' Interests in ESTUDIO O'FARRELL INTERNATIONAL, LLC, that with respect to all documents prepared and/or signed by CARLOS ADRIAN ZAPATERO and for actions taken by him prior to the date this Agreement is executed or otherwise required of, or entrusted to, or instructed by CARLOS ADRIAN ZAPATERO to third parties prior to the date this Agreement is executed, or in any way connected or associated to any such documents or actions, including but not limited to income taxes on all profits and losses for arising in relation to such documents and/or actions during the period commencing the business of ESTUDIO O'FARRELL INTERNATIONAL, LLC through and including the date of this agreement, Buyers shall assume one-hundred percent (100%) of the liabilities of ESTUDIO O'FARRELL S.C. and ESTEBAN NICOLAS O'FARRELL and PABLO SCHMUKLER to creditors of ESTUDIO O'FARRELL INTERNATIONAL, LLC and shall and do hereby agree to indemnify and hold them harmless from any personal liability to ESTUDIO O'FARRELL INTERNATIONAL, LLC or the creditors of the ESTUDIO O'FARRELL INTERNATIONAL, LLC.

3. Required Amendments. Sellers shall have prepared and timely filed, at Seller's sole cost and expense, all necessary amendments, reports and other documents required by law in order to evidence the transfer of the Interest contemplated hereunder.

4. Change of Name. Buyers shall, within ten (10) business days change the name of the company to a name that does not bear the words "O'FARRELL" or "SCHMUKLER" or any combination of same or other reference that suggests any association with "ESTUDIO O'FARRELL S.C." The parties agree that the name "ESTUDIO INTERNATIONAL, LLC" is an acceptable name. Buyers hereby covenant, which covenant shall survive the closing of the sale and purchase of Sellers' Interests in ESTUDIO O'FARRELL INTERNATIONAL, LLC, that they shall indemnify and hold harmless of any liability ESTUDIO O'FARRELL S.C. and ESTEBAN NICOLAS O'FARRELL and PABLO SCHMUKLER. as a result of using any name bearing the words "O'FARRELL" or "SCHMUKLER" or any other reference that suggests any association with "ESTUDIO O'FARRELL S.C."

5. Execution of Documents. Both parties agree to execute, and the Accommodating Party commits its best efforts to obtain the execution by the parties of, such other documents and instruments, including but not limited to, agreements for the transfer of guarantees, releases, bank signature cards, necessary to give complete effect to this Agreement. All such signatures shall be provided within five (5) business days of being requested.

6. Retention of Books of ESTUDIO O'FARRELL INTERNATIONAL, LLC. Sellers' accountant, DORYS MARTINEZ shall retain the original books of account and entry of ESTUDIO O'FARRELL INTERNATIONAL, LLC for a period of not less than five years from the date of the closing. The books of account of ESTUDIO O'FARRELL INTERNATIONAL, LLC or such parts thereof as deemed necessary, shall be made available to Buyers only when needed to resolve legal and tax issues that may result in the imposition of liability on the Buyers. Buyers may, through its accountant, request the original books of account and entry, or such parts thereof as deemed necessary, by notifying Sellers' accountant. Buyers do not and shall not be deemed to indemnify or hold Sellers' harmless of any liability imposed upon them as a result of failing to provide Buyers with the original books of account and entry of ESTUDIO O'FARRELL INTERNATIONAL, LLC.

7. Closing. The closing of the purchase and sale of the Interests in ESTUDIO O'FARRELL INTERNATIONAL, LLC shall occur on a date and time to be mutually agreed upon by Sellers and Buyers, which shall not be later than five (5) business days after the date first above written.

8. Binding Affect. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.


9. Assignability. This Agreement and any rights pursuant hereto shall be assignable by Buyers without the prior written consent of the Sellers.

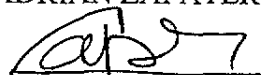
10. Applicable Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.


11. Entire Agreement. This Agreement, including any exhibits and attachments hereto, embodies the entire agreement and understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior discussions, agreements and undertakings between the parties with respect to the subject matter hereof.

12. Release. This Agreement was prepared by Mitchell S. Fuerst of Rodriguez O'Donnell Ross Fuerst Gonzalez Williams & England, P.C. at the request of all signatories, who, by signing this Agreement waive all claims of a conflict of interest as to the preparation of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Seller:
ESTUDIO O'FARRELL S.C.

by: PABLO SCHMUKLER

Buyer:
CARLOS ADRIAN ZAPATERO

by: CARLOS ADRIAN ZAPATERO

Seller:
ESTEBAN NICOLAS O'FARRELL

by: PABLO SCHMUKLER

Buyer:
INVENTIA LLC

by: CARLOS ADRIAN ZAPATERO

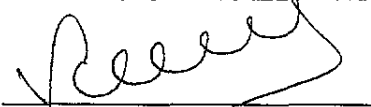
ESTUDIO O'FARRELL INTERNATIONAL, LLC

by: PABLO SCHMUKLER

EXHIBIT 'A'

**CERTIFICATE OF TRANSFER OF INTEREST IN
ESTUDIO O'FARRELL INTERNATIONAL, LLC**

THIS CERTIFICATE IS GRANTED as of the 19th day of October 2005, by and amongst CARLOS ADRIAN ZAPATERO and INVENTIA LLC (the "Buyers") and ESTUDIO O'FARRELL S.C., a company organized under the laws of the Republic of Argentina, and ESTEBAN NICOLAS O'FARRELL (the "Sellers") together with PABLO SCHMUKLER (the "Accommodating Party").

WHEREAS, Sellers are the sole members (owning 100% of the membership interests) of ESTUDIO O'FARRELL INTERNATIONAL, LLC which is a limited liability company organized pursuant to the laws of the State of Florida, United States of America, which was created pursuant to an oral agreement and subsequently became the subject matter of an Equitable Transfer and Assignment Agreement dated March 8, 2004; and

WHEREAS, ESTUDIO O'FARRELL S.C. and ESTEBAN NICOLAS O'FARRELL tendered and terminated their equitable ownership interest in ESTUDIO O'FARRELL INTERNATIONAL, LLC on or about March 8, 2004, but retained a nominal interest until such equitable interest was to be fully vested in Buyers;

WHEREAS, PABLO SCHMUKLER has held ESTUDIO O'FARRELL S.C. and ESTEBAN NICOLAS O'FARRELL's nominal interest in ESTUDIO O'FARRELL INTERNATIONAL, LLC until such equitable and nominal interest is to be fully transferred and vested in Buyers hereby; and

WHEREAS, CARLOS ADRIAN ZAPATERO and INVENTIA LLC (the "Buyers") have purchased all of the interests held by ESTUDIO O'FARRELL S.C. and ESTEBAN NICOLAS O'FARRELL in ESTUDIO O'FARRELL INTERNATIONAL, LLC on the terms and for the considerations set forth in the AGREEMENT FOR THE SALE OF INTEREST in ESTUDIO O'FARRELL INTERNATIONAL, LLC.

IT IS THEREFORE CERTIFIED:

TRANSFER OF INTEREST:

ESTUDIO O'FARRELL S.C. and ESTEBAN NICOLAS O'FARRELL (hereinafter called the Sellers) do hereby irrevocably assign, transfer, and set over to CARLOS ADRIAN ZAPATERO and INVENTIA LLC (the "Buyers") all of their right, title, and interest in ESTUDIO O'FARRELL INTERNATIONAL, LLC.

RESPONSIBILITY FOR PROFITS AND LOSSES:

Except as provided for by the AGREEMENT FOR THE SALE OF INTEREST in ESTUDIO O'FARRELL INTERNATIONAL, LLC., the Sellers shall be allocated and be responsible for and pay all income taxes on all profits and losses for the period commencing the business of ESTUDIO O'FARRELL INTERNATIONAL, LLC through and including the date of this certificate.

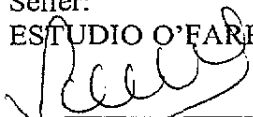
ASSUMPTION OF OBLIGATIONS:

By the execution and delivery of this Certificate by the Sellers and the acceptance thereof by the

Buyers, the Buyers expressly assume all obligations of ESTUDIO O'FARRELL INTERNATIONAL, LLC in respect to the percentages of interest purchased pursuant to the terms of the AGREEMENT FOR THE SALE OF INTEREST in ESTUDIO O'FARRELL INTERNATIONAL, LLC.

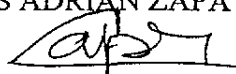
EXECUTED at Miami, Florida as of this 19th day of October, 2005.

Seller:
ESTUDIO O'FARRELL S.C.



by: PABLO SCHMUKLER

Buyer:
CARLOS ADRIAN ZAPATERO



by: CARLOS ADRIAN ZAPATERO

Seller:
ESTEBAN NICOLAS O'FARRELL



by: PABLO SCHMUKLER

Buyer:
INVENTIA LLC



by: CARLOS ADRIAN ZAPATERO