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TALLAHASSEE, FLORIDA

4.000000 FEB 24 2006

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: LITTLE MASTERMINDS, L.L.C.
(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:

Margarita Bouza, Attorney at Law

(Name of Person)

Law Offices of Margarita Bouza

(Firm/Company)

6701 Sunset Drive, Suite # 104

(Address)

South Miami, Florida 33143

(City/State and Zip Code)

For further information concerning this matter, please call:

Margarita Bouza, Esq.

(Name of Person)

at (

305 525-7173

(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)

STREET ADDRESS:

Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

MAILING ADDRESS:

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

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TALLAHASSEE, FLORIDA

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

LITTLE MASTERMINDS, L.L.C.

(Present Name)
(A Florida Limited Liability Company)

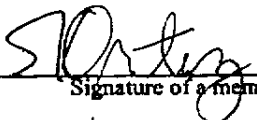
NOVEMBER 18, 2004
(doc# L04000083767)

FIRST: The date of filing of the articles of organization was _____

SECOND: The following amendment(s) to the articles of organization was/were adopted by the limited liability company:

1. Ownership /Management shall be transfered as of January 3, 2006 to Gabriel Cespedes and to Julia Cespedes.
2. Gabriel Cespedes and Julia Cespedes shall be magagers of the company and shall be authorized to deal as such.
3. Gabriel Cespedes and Julia Cespedes are authorized to use the offices, change the names on the bank accounts, and keep any bank accounts numbers and tax numbers, as permitted by law.
4. The existing managers shall file resignations and shall take all necessary action to effectuate the transfer and sale.
5. The Bill of Sale is attached to the Amended Articles .
(said unsigned draft is approved for closing)

Dated January 2, 2006 , _____



Signature of a member or authorized representative of a member

Natalia Ortiz, Managing Member/Authorized Representative

Typed or printed name of signee

Filing Fee: \$25.00

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BILL OF SALE

DRAFT

THIS BILL OF SALE made this January __, 2006 by Natalia Ortiz, for Little Masterminds, LLC. (hereinafter referred to as "Seller") to Julia Cespedes and Gabriel Cespedes (hereinafter referred to as "Purchasers").

WITNESSETH:

WHEREAS, Purchasers have acquired all of Seller's right, title, interest as estate in and to certain business, hereinafter described, located in Miami Dade, County, Florida (the "Business") bearing the following description:

Fastrackids, owned and operated by Little Masterminds, LLC
Located at: Bay 7, 12517 S. Dixie Highway Shopping Center
as presently partitioned

NOW, THEREFORE, for value received and in further consideration of TEN and NO/100 (\$10.00) DOLLARS in hand paid by Purchasers to Seller and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller does grant, bargain, convey, sell assign and transfer to Purchasers all of Seller's right, title, and interest in the personal property located at the Business and improvements situated thereon (all said property hereinafter called the Personal Property).

TO HAVE AND TO HOLD all of the Personal Property hereby conveyed unto Purchasers, their successors and assigns, to their own use forever:

AND Seller does for themselves, their successors and assigns, hereby covenants with Purchasers that Seller is the owner of the Personal Property which is sold hereby, that the same is conveyed to Purchasers free of all liens and security interests and that Seller will warrant and defend the sale of the Personal Property against all lawful claims and demands of all the persons whomsoever.

IN WITNESS WHEREOF, Seller has signed this Bill of Sale on the day and year first above written.

DRAFT

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