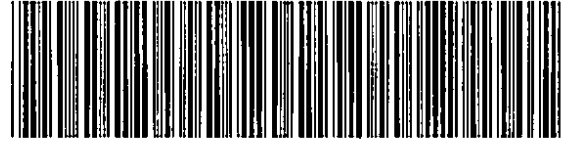


P16000100318



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03/22/18 -01011--008 **35.00

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2018 JUN 26 PM 2: 20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. GOLDEN
JUN 28 2018



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 24, 2018

DAMARIS VIERA
9145 NW 27TH AVENUE
MIAMI, FL 33147

SUBJECT: LITTLE KIDS LEARNING CENTER I, INC.
Ref. Number: P16000100318

We have received your document and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The current name of the entity is as referenced above. Please correct your document accordingly.

The document must be signed by the chairman, any vice chairman of the board of directors, its president, or another of its officers.

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.

Claretha Golden
Regulatory Specialist II

Letter Number: 118A00008267

RECEIVED
18 JUN 26 PM 2:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 23, 2018

DERGAN ERMER LAW, P.A.
POST OFFICE BOX 546274
SURFSIDE, FL 33154

SUBJECT: LITTLE KIDS LEARNING CENTER I, INC.
Ref. Number: P16000100318

We have received your document and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The application/form submitted does not meet the requirements of this office; please complete the attached application/form.

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.

Claretha Golden
Regulatory Specialist II

Letter Number: 118A00005946

RECEIVED
18 APR 19 AM 11:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Articles of Amendment
to
Articles of Incorporation
of

2018 JUN 26 PM 2:20

Little Kids Learning Center I, Inc.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(Name of Corporation as currently filed with the Florida Dept. of State)

P16000100318

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendments to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co." A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent _____

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) (Zip Code)

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

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation. Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

Change PT John Doe

Remove V Mike Jones

Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
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5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

LITTLE KIDS LEARNING CENTER I, INC.
STOCK EXCHANGE AGREEMENT

This Agreement is made and entered into effective as of March 14th, 2018 by among LITTLE KIDS LEARNING CENTER I, INC., a Florida Corporation, on the one hand, and DAMARIS VIERA, NIVALDO BRACHE, and LUIS B. JIMENEZ, on the other hand. All collectively are referred to herein as the "Parties."

Recitals

- a. DAMARIS VIERA, presently owning 100% membership interest of all the Company shares ("The Stock"), in LITTLE KIDS LEARNING CENTER I, INC. ("the Company"), to wit: 500 shares of outstanding stock in LITTLE KIDS LEARNING CENTER I, INC.
- b. DAMARIS VIERA desires to partially transfer the shares of LITTLE KIDS LEARNING CENTER I, INC. to NIVALDO BRACHE and LUIS B. JIMENEZ.
- c. The Parties desire to transfer and/or accept shares of LITTLE KIDS LEARNING CENTER I, INC.

Agreement

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. EXCHANGE. Subject to the provisions of this Agreement, LITTLE KIDS LEARNING CENTER I, INC. and DAMARIS VIERA agree to transfer, free and clear of all liens and encumbrances, some shares of LITTLE KIDS LEARNING CENTER I, INC. stock presently owned by the DAMARIS VIERA as follows:

- a. Forty-Five Percent (45%) to NIVALDO BRACHE
- b. Ten Percent (10%) to LUIS B. JIMENEZ
- c. DAMARIS VIERA will retain Forty-Five Percent (45%) for herself

2. **REPRESENTATIONS.** In addition to any other representation, warranty or covenant of LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA, set forth elsewhere within this agreement, the Parties represent, warrant and covenant as follows:

a. LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA each represent to the others that they have the requisite power and authority to enter into and perform its obligations under this Agreement.

b. LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA represent to the Parties that it/she is the lawful owner of the Stock and the Stock constitutes all of the issued and outstanding shares of capital stock of the Companies.

c. LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA represents to the Parties that the delivery to them of the Stock pursuant to the provisions of this Agreement will transfer to the Partners good and marketable title to the Stock, free of all liens, claims, demands and encumbrances.

3. LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA covenants and represents to the Parties that LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA is/are the sole owner(s) of the shares of the outstanding Stock of the Company.

4. **TERMS.** The Parties shall exchange stock certificates as follows:

5. DAMARIS VIERA shall surrender 275 shares of LITTLE KIDS LEARNING CENTER, INC.'s stock in exchange for a 45% membership interest in the Companies.

6. **CONTINUING OPERATION.** LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA shall cause the Companies to neither sell nor otherwise dispose of any of the shares between the date of this Agreement and the transfer of the shares of Stock the contemplated herein or the termination of this Agreement.

7. **ADDITIONAL REPRESENTATIONS.** LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA represent and warrant to the Parties that the following are true and correct on the date hereof, for the time period set forth in Section 9.a.:

a. The Company is a Florida Corporation, validly existing and in active status under the laws of Florida and has the full power and authority to own properties and to carry on its business as it is presently being conducted. The copy of the Company's organizational

documents that have been made available to the Parties are complete and correct, and there are no other documents or agreements affecting the rights or obligations of the stockholders of the Companies as such.

b. The Companies have issued 100% membership interest, all of it owned by DAMARIS VIERA and no other person or entity holds any equity interest in the Company. There are no outstanding subscriptions, options, warrants or rights of any kind to acquire any interest in or shares of any class of the Companies; there are no outstanding securities convertible into any interest in the Companies; and there are no obligations that might require the Company to issue any such options, warrants, rights or securities. There are no existing arrangements that require or permit any shares or other interest in the Company to be voted by or at the discretion of anyone other than the record owner, and there are no restrictions of any kind on the transfer of any shares in the Company, except as may be imposed by applicable United States federal and state securities laws. At the closing, The Parties shall acquire the Stock, free and clear of any and all liens, claims, demands and encumbrances.

c. No action by any federal, state, municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument, binding upon LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA in accordance with its terms.

d. LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA has no liability or obligation of any kind, whether accrued, absolute, contingent or otherwise, other than such liabilities or obligations to be disclosed to the Parties in the review of the Company's records that its agents are to conduct. To the knowledge of LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA, there is no basis for the assertion against the Company of any liability as of the date hereof, except for the existing mortgage on the properties own by the Companies.

e. Except for the lien, if any, of current taxes not yet due and payable, the Companies have valid title, free and clear of any claim, lien, security interest, charge or encumbrance, to all of the real properties.

8. There is no claim, litigation, proceeding or governmental investigation pending or

to the knowledge of LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA, threatened, or any order, injunction or decree outstanding, against the Companies or any of its respective properties or assets, in any jurisdiction, and, to the knowledge of 2955, there is no reasonable basis for future claims, litigation, proceedings or investigations against the Companies or any of its properties or assets. To the knowledge of LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA, the Companies are operating its business in compliance with all applicable legal requirements of the United States (including, but not limited to, any United States law or regulation applicable to the conduct of business in any foreign jurisdiction), all states and localities in the United States, and all foreign jurisdictions. Neither the Company, nor any manager, director or officer of the Companies have received any notice within the prior two (2) years or that remains outstanding or unresolved of any violation of any applicable legal requirement of the United States, any state or locality in the United States, or any foreign jurisdiction.

9. LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA have filed all tax returns (including, but not limited to, all United States federal, state and local tax returns and all tax returns required by any foreign jurisdiction) required by law to be filed by it and each of those tax returns was true, correct and complete when filed, and the Company have paid all Taxes of the Company (whether or not shown on a tax return) currently due and owing. There are no claims pending against the Company, nor are there any threatened claims, for past due Taxes. There are no outstanding waivers or agreements by the Company for the extension of the time for the assessment of any Tax. All Taxes that are or were required by law to be withheld or collected by the Company have been duly withheld or collected and paid to the proper tax authority. The United States federal income tax returns of the Company have not been audited by the Internal Revenue Service within the prior years. For purposes of this agreement, the term "Taxes" means all taxes, charges, fees, levies or other assessments, including, without limitation, all income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, occupancy, rent, transaction, property or other taxes, customs, duties, fees, assessments or charges of any kind, together with any interest and any penalties, additions to tax or additional amounts, imposed by any taxing authority (including, without limitation, any state, local, federal or other taxing authority, whether domestic or foreign). To the

knowledge of LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA, no taxing authority in a jurisdiction in which the Company does not file tax returns have claimed that the Companies are obligated to file tax returns in that jurisdiction. The Company has not (i) deferred the payment of Taxes by the use of the cash, installment or a long-term contract method of accounting, (ii) been required to make an adjustment under section 481 of the Internal Revenue Code of 1986, as amended (the "Code") because of a change of method of accounting or (iii) entered into any closing agreement or similar agreement requiring a payment of Tax after the time of the closing. The Companies have not deferred the recognition of income for tax purposes beyond the taxable period in which the payment or account receivable to which that income relates was received or accrued.

10. The Company has always been in compliance in all material respects with all currently applicable laws and regulations respecting employment, termination of employment, discrimination in employment, terms and conditions of employment, wages, hours, and occupational safety and health and employment practices, and has not engaged in any unfair labor practice. The Company is not liable for any payment to any trust or other fund or to any governmental or administrative authority with respect to unemployment compensation benefits, social security, or other benefits or obligations for employees (other than routine payments to be made in the normal course of business and consistent with past practice). To the knowledge of LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA, there are no pending claims against the Company under any workers compensation plan or policy or for long term disability. There are no controversies pending or threatened, between the Company and any of its employees, which controversies have or could reasonably be expected to result in an action, suit, proceeding, claim, arbitration, or investigation before any agency, court, or tribunal, foreign or domestic, including claims for compensation, pending severance benefits, vacation time, vacation pay, or pension benefits, or any other claim pending in any court or administrative agency from any current or former employee or any other person arising out of the Companies' status as employer or purported employer or any workplace practices or policies whether in the form of claims for employment discrimination, harassment, unfair labor practices, grievances, wage and hour violations, wrongful discharge, or otherwise. The Companies are not a party to any collective

bargaining agreement or other labor union contract nor do the Companies know of any activities or proceedings of any labor union to organize any such employees.

11. There is no legal action, proceeding or investigation pending or, to the knowledge of 2955, threatened against the Companies before any court or any governmental department, commission, board, agency or instrumentality, LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA does not know, nor has any reasonable grounds to know, of any basis for any such legal action, proceeding, or investigation that could result in a claim, judgment, order, injunction or decree against the Companies.

12. There are no brokers that LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA has dealt with in connection with the purchase of the Stock contemplated in this Agreement.

13. To the knowledge of the LITTLE KIDS LEARNING CENTER I, INC. and/or DAMARIS VIERA, the Company has complied with all laws, regulations and orders applicable to the Companies that are material to its business.

14. The Company is in compliance with its agreements and contracts with third parties that are material to its business.

15. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions of such state.

16. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding between the Parties, can be modified only by a written instrument executed by the Partners and 2955, and is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. The terms of this Agreement shall survive the closing.

17. **TIME.** The "Effective Date" of this Agreement is the date on which the last of the Parties signs this Agreement. Time is of the essence for all provisions of this Agreement. All time periods will be computed in calendar days, unless otherwise specified. If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be due the next business day (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). All

of the appropriate day.

18. **INTERPRETATION** In the event that there shall be a determination by a court of competent jurisdiction that any of the provisions of this Agreement is invalid or unenforceable, such provision shall thereupon be deemed, interpreted or modified to the extent that such a court would find valid or enforceable and the resulting or remaining provisions of this Agreement shall be given full force and effect as if such invalid or unenforceable provision had never been included in this Agreement.

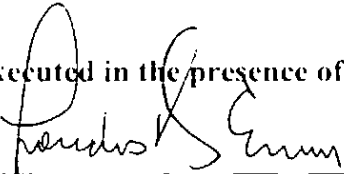
IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami-Dade County,

Florida, this 14 day of March, 2018.

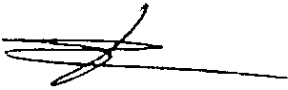


DAMARIS VIERA

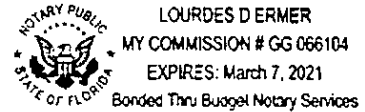
Executed in the presence of:



Print Name: Lourdes D. Ermer



Print Name: John T. Ermer

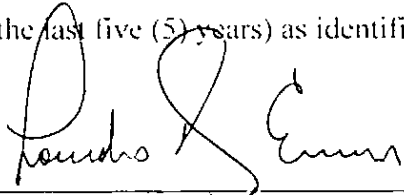


STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14th day of March, 2018, by **DAMARIS VIERA**. Said person (check one) is personally known to me. produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: FLDL#

V600-160-75-950-0

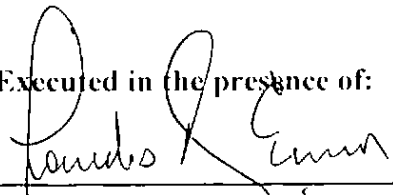


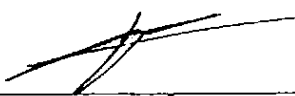
Notary Public - State of Florida
(Affix Notary Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami-Dade County,

Florida, this 7th day of March, 2018.


NIVALDO BRACHE

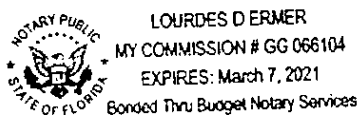
Executed in the presence of:

Print Name: Lourdes D. Ermer

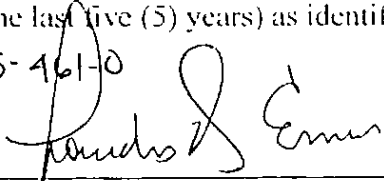

Print Name: John T. Ermer, Sr.

STATE OF FLORIDA)

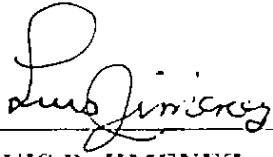
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 7th day of March, 2018, by NIVALDO BRACHE. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: 8620-620-75-461-0



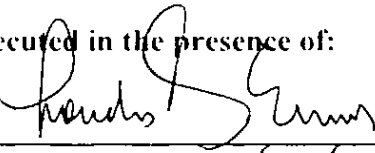

Notary Public - State of Florida
(Affix Notary Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami-Dade County,
Florida, this 24 day of March, 2018.




LUIS B. JIMENEZ

Executed in the presence of:



Print Name: Lourdes D. Ermer




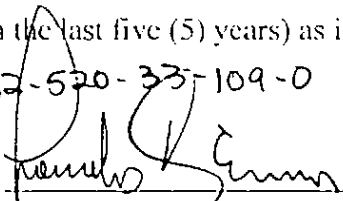
Print Name: John T. Ermer

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14th day of March, 2018,
by LUIS B. JIMENEZ. Said person (check one) is personally known to me. produced a
driver's license (issued by a state of the United States within the last five (5) years) as identification.
or produced other identification, to wit: FLD Lic J552-520-33-109-0

 NOTARY PUBLIC
STATE OF FLORIDA
LOURDES D ERMER
MY COMMISSION # GG 066104
EXPIRES, March 7, 2021
Bonded Thru Budget Notary Services



Notary Public, State of Florida
(Affix Notary Seal)

March 14, 2018

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

March 14, 2018

Effective date if applicable: _____
(no more than 90 days after amendment file date)

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.

Adoption of Amendment(s) (CHECK ONE)

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 06/22/18

Signature Damas Uiza

(By a director, president or other officer -- if directors or officers have not been selected, by an incorporator -- if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Damas Uiza

(Typed or printed name of person signing)

President

(Title of person signing)