

P160000100318

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

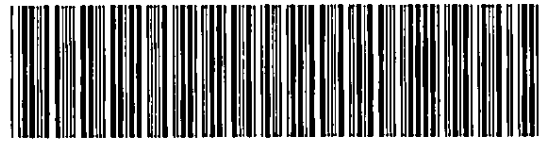
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Little Kids Learning Center I, Inc.

DOCUMENT NUMBER: P16000100318

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Damaris Viera	_____
	Name of Contact Person
Little Kids Learning Center I, Inc.	_____
	Firm/ Company
9145 NW 27 Avenue	_____
	Address
Miami, FL 33147	_____
	City/ State and Zip Code

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

For further information concerning this matter, please call:

Damaris Viera	_____	at (786)	452-0146
	Name of Contact Person				Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed) |
|---|--|---|--|

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Little Kids Learning Center I, Inc.

(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 amendment(s) 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

(Attach *additional sheets, if necessary*). (Be specific)

The Board of Directors and shareholders of Little Kids Learning Center I, Inc. have held a duly noticed meeting to consider the transfer by Little Kids Learning Center I, Inc. and Luis B. Jimenez of his shares of Little Kids Learning Center I, Inc. free and clear of all lien and encumbrances to Yamilet Nodarse. The majority of shareholders of Little Kids Learning Center I, Inc. deem it to be in the best interests of the Company to authorize same and the majority of shareholders and Little Kids Learning Center I, Inc. approved the complete transfer of ten shares representing 10% of Luis B. Jimenez' membership interest of all the Company shares of stock to Yamilet Nodarse and directs the president of Little Kids Learning Center I, Inc., Damaris Viera, and all shareholders of the Company to undertake the necessary steps to cause the transaction to be duly recorded in the books and records and in the Florida Department of State Division of Corporations.

LITTLE KIDS LEARNING CENTER I, INC.

STOCK EXCHANGE AGREEMENT

This Agreement is made and entered into effective as of December 4, 2018 by and among LITTLE KIDS LEARNING CENTER I, INC., a Florida Corporation, on the one hand, and DAMARIS VIERA, NIVALDO BRACHE, LUIS B. JIMENEZ, YAMILET NODARSE, on the other hand. All collectively are referred to herein as the "Parties."

Recitals

a. DAMARIS VIERA, presently owning forty-five percent (45%), NIVALDO BRACHE, presently owning forty-five percent (45%), and LUIS B. JIMENEZ presently owning ten percent (10%) for a total of 100% membership interest of all the Company share ("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. LUIS B. JIMENEZ desires to transfer his share of LITTLE KIDS LEARNING CENTER I, INC. to YAMILET NODARSE.

c. The Parties desire to transfer and/or accept shares of LITTLE KIDS LEARNING CENTER I, INC.

d. The Parties agree and are in agreement with the transfer and acceptance of the share 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:

1. **EXCHANGE.** Subject to the provisions of this Agreement LITTLE KIDS LEARNING CENTER I, INC. and LUIS B. JIMENEZ agree to transfer, free and clear of all liens and encumbrances, his shares of LITTLE KIDS LEARNING CENTER I, INC. stock presently owned by LUIS B JIMENEZ as follows:

- a. Ten Percent (10%) to YAMILET NODARSE
- b. NIVALDO BRACHE will retain Forty-Five Percent (45%)
- c. DAMARIS VIERA will retain Forty-Five Percent (45%)
- d. LUIS B JIMENEZ will not longer have stock in the Company

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

- a. LITTLE KIDS LEARNING CENTER I, INC. and/or LUIS B JIMENEZ each represent to the other 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 LUIS B. JIMENEZ represent to the Parties that it/he is the lawful owner of the Stock he is transferring and the Stock constitutes all of the stock issued to him.
- c. LITTLE KIDS LEARNING CENTER I, INC and/or LUIS B. JIMENEZ represents to the Parties that the delivery to her of the Stock pursuant to the provisions of this Agreement will transfer to the Parties good and marketable title to the Stock, free of all liens, claims, demands and encumbrances.
- d. LITTLE KIDS LEARNING CENTER I, INC and/or LUIS B. JIMENEZ covenants and represents to the Parties that those named in this Agreement and the sole owners of the shares of the outstanding Stock of the Company.

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

- a. LUIS B. JIMENEZ shall surrender 50 shares of the LITTLE KIDS LEARNING CENTER I, INC.'s stock to YAMILET NODARSE.

4. **CONTINUING OPERATION.** LITTLE KIDS LEARNING CENTER I, INC. and/or LUIS B. JIMENEZ 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 that is contemplated herein or the termination of this Agreement.

5. **ADDITIONAL REPRESENTATIONS.** LITTLE KIDS LEARNING CENTER I, INC. and/or LUIS B. JIMENEZ 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 7:

- 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 Company as such.
- b. The Company has issued 100% membership interest, 45% owned by DAMARIS VIERA, 45% owned by NIVALDO BRACHE, and 10% owned by LUIS B. JIMENEZ 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 Company; there are no outstanding securities convertible into any interest in the Company; 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 owners, 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 the Parties in accordance with its terms.
 - d. LITTLE KIDS LEARNING CENTER I, INC. and/or the Parties have 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 the Parties, 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 owned by the Company.
 - e. Except for the lien, if any, of current taxes not yet due and payable, the Company has valid title, free and clear of any claim, lien, security interest, charge or encumbrance, to all of the real properties.
6. There is no claim litigation proceeding or governmental investigation pending to or the knowledge of LITTLE KIDS LEARNING CENTER I, INC. and /or the Parties threatened, or any order, injunction or decree outstanding, against the Company or any of its respective properties or assets, in any jurisdiction and to the knowledge of LITTLE KIDS LEARNING CENTER I, INC. and/or the Parties there is no reasonable basis for future claims, litigation proceedings or

investigations against the Company or any of its properties or assets. The the knowledge of LITTLE KIDS LEARNING CENTER I, INC. and/or the Parties, the Company is 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, nore nay manager, director or officer of the Company 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.

7. LITTLE KIDS LEARNING CENTER I, INC. and/or the Parties 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 has 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 the purposes of this agreement, the term "Taxes" mean 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). The the knowledge of LITTLE KIDS LEARNING CENTER I, INC. and/or the Parties, no taxing authority in a jurisdiction in which the Company does not file tax returns have claimed that the Company is 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 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 closing. The Company has 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.

8. 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 the Parties there

are not 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 Company's 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 company is not a party to any collective bargaining agreement or other labor union contract nor does the Company know of any activities or proceedings of any labor union to organize such employees.

9. There is no legal action, proceeding or investigation pending or, to the knowledge of LITTLE KIDS LEARNING CENTER I, INC. and/or the Parties, threatened against the Company before any court or any governmental department, commission, board, agency or instrumentality, LITTLE KIDS LEARNING CENTER I, INC. and/or the Parties do not know, nor have any reasonable ground to know, of any basis for such legal action, proceeding, or investigation that could result in a claim, judgment, order, injunction or decree against the Company
10. There are no broker that LITTLE KIDS LEARNING CENTER I, INC. and/or the Parties have dealt with in connection with the purchase of Stock contemplated in this Agreement.

11. To the knowledge of the LITTLE KIDS LEARNING CENTER I, INC. and/or the Parties the Company has complied with all laws, regulations, and orders applicable to the Company there are material to its business.
12. The Company is in compliance with its agreements and contracts with third parties that are material to business.
13. **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.
14. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding between the Parties, can be modified only by a written instrument executed by the Parties and LITTLE KIDS LEARNING CENTER I, INC. 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.
15. **TIME.** The "Effective Date" of this Agreement is the date on which the last of the Parties signed 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 all calendar days except Saturday, Sunday, and national legal holidays). All of the appropriate day.
16. **INTERPRETATION.** In the event that there shall be a determination by a court of competent jurisdiction that any of the provision 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 4 day of ~~November~~ ^{December}, 2018.

[Signature]
Witness Name: Isabel BARRIOS

[Signature]
DAMARIS VIERA

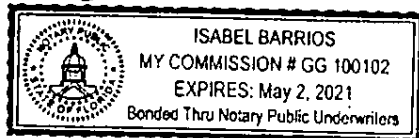
[Signature]
Witness Name: Oswaldo Herrera

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 4 day of ~~November~~ ^{December},
2018, by DAMARIS VIERA. Said person produced a Driver's License as identification

FL DRIVER'S LICENSE



[Signature]
Notary Public- State of Florida (Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami-Dade County,
Florida, this 4 day of ~~November~~ ^{December}, 2018.

[Signature]
Witness Name: Isabel BARRIOS

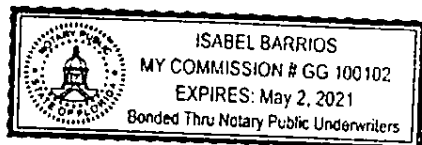
[Signature]
NIVALDO BRACHE

[Signature]
Witness Name: Oswaldo Herrera

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 4 day of ~~November~~ December
2018, by NIVALDO BRACHE. Said person produced a Driver's License as identification
FL DRIVER'S LICENSE



[Signature]
Notary Public- State of Florida (Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami-Dade County,
Florida, this 4 day of ~~November~~ December, 2018.

[Signature]
Witness Name: Isabel BARRIOS

[Signature]
LUIS B. JIMENEZ

[Signature]
Witness Name: Oswaldo Herrera

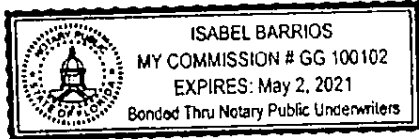
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 4 day of ~~November~~ ^{December}

2018, by LUIS B. JIMENEZ. Said person produced a Driver's License as identification

FL DRIVER'S LICENSE



Isabel Barrios

Notary Public- State of Florida (Seal)

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

Florida, this 4 day of ~~November~~ ^{December}, 2018.

Isabel Barrios

Witness Name: Isabel Barrios

Isabel Barrios

Witness Name: Oscardo Herrera

Yamilet Nodarse

YAMILET NODARSE

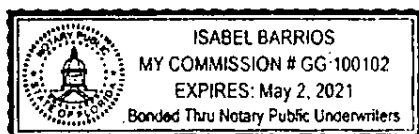
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 4 day of ~~November~~ ^{December}

2018, by YAMILET NODARSE. Said person produced a Driver's License as identification

FL DRIVER'S LICENSE



Isabel Barrios

Notary Public- State of Florida (Seal)

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

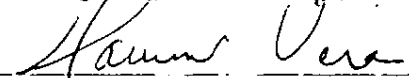
Effective date if applicable: December 4, 2018
(no more than 90 days after amendment file date)

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 December 4, 2018

Signature 
(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)

Damaris Viera
(Typed or printed name of person signing)

President
(Title of person signing)