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TO: DIVISION OF CORPORATIONS

FROM: EMPIRE CORPORATE KIT COMPANY

DEPARTMENT OF STATE

1492 W. FLAGLER ST

STATE OF FLORIDA

SUITE 200

409 EAST GAINES STREET

MIAMI FL 33135

TALLAHASSEE, FL 32309

CONTACT: RAY STORMONT

FAX: (904) 922-4000

PHONE: (305) 541-3894

FAX: (305) 541-3770

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DOCUMENT TYPE: FLORIDA LIMITED PARTNERSHIP

NAME: FLORIDA PREPARATORY SCHOOLS, LTD.

FAX AUDIT NUMBER: H95000005712

CURRENT STATUS: REQUESTED

DATE REQUESTED: 05/22/1995

TIME REQUESTED: 15:38:52

CERTIFIED COPIES: 0

CERTIFICATE OF STATUS: 0

NUMBER OF PAGES: 11

METHOD OF DELIVERY: FAX

ESTIMATED CHARGE: \$98.00

ACCOUNT NUMBER: 072450003255

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TALLAHASSEE, FLORIDA

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AGREEMENT AND CERTIFICATE OF  
LIMITED PARTNERSHIP  
FLORIDA PREPARATORY SCHOOLS, LTD.

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MAY 23 11 8 51  
CLERK OF DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

This is an agreement of limited partnership made on May 19, 1995, by and among PREPARATORY SCHOOLS MANAGEMENT, INC., a Florida corporation, of 1600 West Commercial Blvd., Fort Lauderdale, Florida 33309, as general partner, and PHILIP E. MORGAMAN and SANDRA A. MORGAMAN, as tenants by the entirety, 1600 West Commercial Blvd., Fort Lauderdale, Florida 33309, and PHILIP E. MORGAMAN, ESQ., as Trustee, 1600 West Commercial Blvd., Fort Lauderdale, Florida 33309, as limited partners.

The above named parties agree to form a limited partnership under the Uniform Limited Partnerships Law of Florida, Chapter 620, Florida Statutes, on the terms and conditions hereinafter set forth.

I. NAME OF PARTNERSHIP

The name of the limited partnership shall be FLORIDA PREPARATORY SCHOOLS, LTD., hereinafter referred to as the "partnership".

II. BUSINESS OF PARTNERSHIP

The purpose of the partnership shall be to engage in the business of providing education, and in such other business reasonably related thereto, and which may be agreed upon by the limited partners.

III. CERTIFICATE OF LIMITED PARTNERSHIP

The parties hereto shall immediately cause this certificate to be filed with the Secretary of State. Such amended certificates as may be required by the laws of the State of Florida shall be executed and filed by the partners as necessary.

IV. PLACE OF BUSINESS

The principal place of business of the partnership and the mailing address shall be 1600 West Commercial Blvd., Fort Lauderdale, Florida 33309, and in such other place or places as may be designated by the general partner.

Prepared By: William D. Spruce, Esq.  
1600 West Commercial Blvd.  
Fort Lauderdale, FL 33309  
FL Bar No.: 967210

(305) 443-8060

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#### V. CONTRIBUTIONS-GENERAL PARTNER

(a) Contribution To Capital. The general partner, as its respective share, shall contribute to the capital of the partnership as follows:

PREPARATORY SCHOOLS MANAGEMENT, INC.	\$100.00
--------------------------------------	----------

(b) When Contributions To Be Made. The contribution to the capital of the partnership of the general partner shall be made on or before July 15, 1995.

(c) Effect of Failure to Make Contribution. If the general partner fails to make its contribution to the capital of the partnership on or before July 15, 1995, this agreement may be voided by the limited partners. In the event this agreement is voided, any contributions to the capital of the partnership made by any limited partner shall be returned to the partner who has made such contribution.

#### VI. CONTRIBUTIONS-LIMITED PARTNERS

(a) Contribution To Capital. Each limited partner, as his respective share, shall contribute to the capital of the partnership as follows:

PHILIP E. MORGAMAN and SANDRA A. MORGAMAN, as Tenants by the Entirety	\$4,950.00
PHILIP E. MORGAMAN, ESQ. as Trustee	\$4,950.00

(b) Receipt Of Contribution. Receipt of the capital contributions of each of the limited partners as above specified is acknowledged by the partnership and its members.

(c) Additional Contributions. No limited partner has agreed to contribute as capital any additional cash or property as of the date of this agreement.

#### VII. DUTIES AND RIGHTS OF PARTNERS

(a) General Partner: Time To Be Devoted To Business. The general partner shall devote to the business of the partnership the amount of time deemed by it, in its sole discretion, to be necessary to the proper conduct of the business of the partnership.

(b) General Partner: Conflicting Business Activities. The general partner, during the continuance of the partnership, may not pursue, or become directly or indirectly interested in any business or occupation, if such business or occupation is in conflict either with the business of the partnership or with the duties and responsibilities of such partner to the partnership.

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(c) Limited Partners: Participation In Conduct Of Business. No limited partner, as such, shall take part in the management of the business of the partnership, transact any business for the partnership, or have the power to sign for or to bind the partnership to any agreement or document, said powers being vested solely and exclusively in the general partner. No action taken or attempted to be taken by one or more of the limited partners under any of the provisions of this Agreement shall be effective or binding under the partnership, or (1) if a court of competent jurisdiction in the State of Florida has held that the liability of the limited partners, or (2) if the partnership receives an opinion of counsel (obtained by the general partner), satisfactory to limited partners holding a majority in interest in the partnership, to the effect that the taking of such action would result in the loss of limited liability of the limited partners.

#### VIII. DISTRIBUTION OF PROFITS

The general partner shall have the right to, except as hereinafter provided, to determine whether partnership profits shall from time to time be distributed in cash or shall be left in the business, in which latter event the capital account of all partners shall be increased.

#### IX. PROFIT AND LOSS SHARING BY LIMITED PARTNERS

(a) Net Profits. The limited partners shall receive the following shares of the net profits (after payment of any management fees) of the partnership.

Philip E. Morgaman and Sandra A. Morgaman as Tenants by the Entirety	49.5%
Philip E. Morgaman, Esq. as Trustee	49.5%

(b) Losses: Share. Each limited partner shall bear a share of the losses of the partnership equal to the share of the profits to which he is entitled. The share of the losses of limited partners shall be charged against his contribution to the capital of the partnership.

(c) Losses: Maximum Liability. No limited partner shall at any time become liable for any obligations or losses of the partnership beyond the amount of his respective capital contribution, except that any limited partner may bind himself to a particular liability of the partnership by executing a written instrument assuming such liability, which assumption shall be deemed an additional contribution to capital.

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#### X. PROFIT AND LOSS SHARING BY THE GENERAL PARTNER

Profits and losses of the partnership shall be allocated to the general partner in an amount proportionate to a one (1%) percent share in the partnership.

#### XI. ACCOUNTING

(a) Books of Account to be Kept. It is agreed that there shall be kept, at all times during the continuance of this partnership, good and accurate books of account of all transactions, assets and liabilities of the partnership. Such books shall be balanced and closed at the end of each fiscal year, and at any other time on reasonable request of the general partner.

(b) Method of Accounting: All accounts of the partnership shall be kept on the cash basis, unless otherwise directed by the general partner.

(c) Place Where Books to be Kept: Inspection. The partnership books of account shall be kept at the principal place of business of the partnership, and shall be open for inspection by any partner at all reasonable times.

(d) Capital Accounts. A capital account shall be maintained on the partnership books on behalf of each partner. Such account shall be credited with that partner's contributions to the capital of the partnership and shall be debited and credited in the manner prescribed by Article XI (e).

(e) Income Accounts. An income account shall be maintained on the partnership books on behalf of each partner. Such account shall be closed to the capital account of each partner at the close of each fiscal year.

As soon as practicable after the close of each fiscal year, and at such other times as the partners may decide, the income account of each partner shall be credited with that partner's distributive share of profits or debited with his share of losses.

Any losses to be debited to a partner's income account that exceed the credit balance of such account shall be debited to that partner's individual capital account. If as a result of debiting a partner's individual capital account with the excess losses, his capital account is depleted, future profits of that partner shall be credited to his capital account until such depletion has been eliminated.

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(g) Drawing Accounts. A drawing account, to which withdrawals shall be debited, shall be maintained on the partnership books on behalf of the general partner. Withdrawals may be made subject to such limitations as the partners may from time to time adopt. The drawing account shall be closed to the income account at the close of each fiscal year.

#### XII. SUBSTITUTIONS, ASSIGNMENTS, AND ADMISSION OF ADDITIONAL PARTNERS

(a) Substitution for Limited Partner: Sale or Assignment of Interest. No limited partner may, without the written consent of all other limited partners, substitute a partner in his stead.

(b) Additional General or Limited Partners. Additional general or limited partners may be admitted to the partnership on such terms as may be agreed upon in writing between all the partners and such new partners. The terms so agreed on shall constitute an amendment of this partnership agreement.

#### XIII. TERMINATION OF INTEREST OF LIMITED PARTNER; RETURN OF CAPITAL CONTRIBUTION

(a) Termination of Interest. The interest of any limited partner may be terminated by:

(1) Dissolution of the partnership for any reason as provided herein;

(2) Agreement of all partners; or

(3) Consent of the personal representatives of a deceased limited partner and all of the remaining partners.

(b) Payment on Termination. On the termination of the interest of a limited partner, there shall be payable to such limited partner, or to his estate, the value of his interest, as determined by Article XIII (c), as of the date of termination. Such payment shall be made within twelve months of the termination of the limited partner's interest.

(c) Value of Limited Partner's Interest. The value of a Limited Partner's interest in the partnership shall be computed by (1) adding the totals of (a) his capital account, (b) his income account, and (c) any other amounts owed to him by the partnership; and (2) subtracting from the sum of the above totals the sum of the totals of all amounts owed by him to the partnership. For purposes of valuation, it is agreed that the good will of the partnership interest business, as well as other intangible items, shall not be valued, unless otherwise agreed upon by the partners.

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#### XIV. BORROWING BY A PARTNER

In case of necessity, as determined by the general partner, a partner may borrow funds in amounts and on terms established by such general partner.

#### XV. TERM OF PARTNERSHIP; DISSOLUTION

(a) Term; Dissolution. The partnership term shall commence upon the filing of this agreement with the Secretary of State, and continue thereafter for an unstipulated time ending on the earlier of the following:

- (1) Dissolution of the partnership by law;
- (2) Dissolution at any time decided on by the general partner;
- (3) Dissolution at any time agreed upon by those partners holding a majority of interest in the partnership.
- (4) Upon the bankruptcy or withdrawal of the general partner.

The latest date upon which the partnership is to dissolve is May 15, 2045.

(b) Successor Partnership. If the partnership is terminated and dissolved or to be terminated and dissolved as provided in Article XV (a)(1), (a)(2), or (a)(5), all of the partners acting unanimously may determine to continue the business of the partnership and elect one or more new general partners. In such event, all of the partnership's assets and liabilities shall be contributed to a new limited partnership which shall be formed, and all parties to this agreement (except the general partner) and the new general partner(s), shall become parties to such new limited partnership. Unless otherwise agreed by limited partners acting unanimously, this agreement, as it may from time to time be amended, shall constitute the limited partnership agreement of such new partnership. For purposes of obtaining the required vote to continue the business of the partnership, a meeting of limited partners shall be held pursuant to written notice demanding that such meeting be held at the principal place of business of the partnership at the time set forth in such notice (which shall be no fewer than ten nor more than thirty days after the date of such notice), which shall be sent by the partnership.

(c) Payment if Successor Partnership Continued. If the remaining partners elect to continue the business under Article XV (b), they shall pay to any former general partner, the value of such partner's interest as determined by Article XV (d), as of the date of such successor partnership's formation. Such payment shall be made within twelve months after such date.

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TREASURER, FLORIDA

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(d) Value of Partner's Interest. The value of a general partner's interest in the partnership shall be computed by adding the totals of its capital account, its income account, and any other amounts owed to it by the partnership, and (2) subtracting from the sum of the above totals the sum of the totals of its drawing account and any amount owed by it to the partnership.

#### XVI. AMENDMENTS

This agreement may be amended at any time by agreement of all the partners.

#### XVII. BINDING EFFECT OF AGREEMENT


This agreement shall binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.


GENERAL PARTNER:

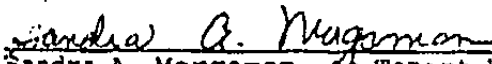
PREPARATORY SCHOOLS MANAGEMENT, INC.,  
A FLORIDA CORPORATION

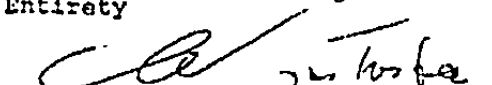
By

  
Philip E. Morgaman, President

LIMITED PARTNERS:

  
Philip E. Morgaman, as Tenant by the  
Entirety

  
Sandra A. Morgaman, as Tenant by the  
Entirety

  
Philip E. Morgaman, Esq. as Trustee

(Notary Block to Follow)

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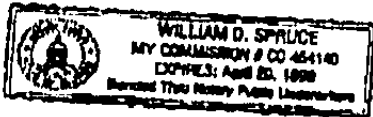
STATE OF FLORIDA  
COUNTY OF BROWARD

Before me personally appeared, Philip E. Morguman and Sandra A. Morguman to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

1995. WITNESS my hand and seal this 15<sup>th</sup> day of May

William D. Spruce  
NOTARY PUBLIC

My Commission Expires:



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1995 MAY 23 AM 8:52  
TALLAHASSEE, FLORIDA

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ADDENDUM TO AGREEMENT AND CERTIFICATE  
OF LIMITED PARTNERSHIP  
FOR  
FLORIDA PREPARATORY SCHOOLS, LTD.

In pursuance of Chapter 43.091, Florida Statutes, and 620.105, Florida Statutes, the following is submitted, in compliance with said Act:

That FLORIDA PREPARATORY SCHOOLS, LTD., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at the City of Fort Lauderdale, County of Broward, State of Florida has named John M. Camillo, Esq., 1600 West Commercial Blvd. Fort Lauderdale, County of Broward, State of Florida, as its agent to accept service of process within this state.

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

BY:

*John M. Camillo*  
John M. Camillo, Esq.  
Registered Agent

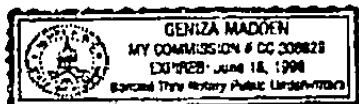
STATE OF FLORIDA

COUNTY OF BROWARD

ON THIS 15 day of May, 1995, before me appeared John M. Camillo, Esq., to me personally known and who acknowledged the execution of the foregoing instrument as his free act and deed.

SWORN TO AND SUBSCRIBED before me this 15 day of May, 1995.

My Commission Expires:



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1600 WEST COMMERCIAL BLVD  
FORT LAUDERDALE, FLORIDA

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**AFFIDAVIT**

**FLORIDA PREPARATORY SCHOOLS, LTD.**

STATE OF FLORIDA  
COUNTY OF BROWARD

Personally appeared before me, Philip E. Morgaman, who being duly sworn deposes and says as follows:

1. That he is President of PREPARATORY SCHOOLS MANAGEMENT, INC., general partner of FLORIDA PREPARATORY SCHOOLS, LTD.
2. That the contributions to capital shall be as follows:  
Each limited partner, as his respective share, shall contribute to the capital of the partnership as follows:  
PHILIP E. MORGAMAN and SANDRA A. MORGAMAN,  
as Tenants by the Entirety \$4,950.00  
PHILIP E. MORGAMAN, ESQ. as Trustee \$4,950.00
3. That the total amount contributed and anticipated to be contributed to capital by the limited partners is \$9,000.00.

FLORIDA PREPARATORY SCHOOLS, LTD. by  
its general partner, PREPARATORY  
SCHOOLS MANAGEMENT, INC.

By: [Signature]  
Philip E. Morgaman, President

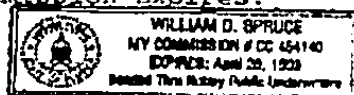
STATE OF FLORIDA  
COUNTY OF BROWARD

Before me personally appeared, Philip E. Morgaman and to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and seal this 19th day of May, 1995.

[Signature]  
NOTARY PUBLIC

My Commission Expires:



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TALLAHASSEE, FLORIDA

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Section 215.26, Florida Statutes, states in part: "Applications for refunds as provided in this section shall be filed with the Comptroller, except as otherwise provided herein, within 3 years after the right to such refund shall have accrued else such right shall be barred." Three years is generally interpreted as meaning three years from the date of payment into the State treasury. The Comptroller has delegated the authority to accept applications for refund to the unit of State government which initially collected the money.

Pursuant to the provisions of Rule 3A-44.020, Florida Administrative Code, and Section 215.26, Florida Statutes, or Section \_\_\_\_\_, Florida Statutes, I hereby apply for a refund of moneys I paid into the State treasury, which are subject to refund. The following information is submitted to substantiate the claim.

Name: Florida Preparatory Schools, LTD EIN or SS#: 65-0592076

Address: 1600 W. Commercial Blvd.  
Fort Lauderdale, Florida 33309

Amount: \$374.50 Date Paid May 10, 1996

Reason for claim: Overpayment of filing fees on 1996 limited partnership annual  
report form for FLORIDA PREPARATORY SCHOOLS, LTD. (A9500000783)

filed 5/14/96.--Brenda L. Tadlock/Registration Section

Certified true and correct this 17 day of May, 1996.

Signature Janet Vitelli

\* Must be completed if authority is other than Section 215.26, Florida Statutes.

*For Agency Use Only*

Agency recommends approval of above claim and submits the following information to substantiate the claim: Amount of recommended refund \$ 374.50

The amount requested above was originally deposited into the State Treasury, as a part of the funds deposited on State Treasurer's Receipt No. 01086 005 dated 5/16/96.

Name of Account \_\_\_\_\_  
45202130001453000000000010000

Statutory Authority for Collection 620.0182, F.S.

It is requested that payment be made from the following account:

NAME OF ACCOUNT: \_\_\_\_\_  
452021300014530000000022002000

Certified true and correct this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Department of State, Division of Corporations \_\_\_\_\_  
(Agency) (Authorized Signature and Title)

FILED

96 MAY 14 PM 12:45

SECRETARY OF STATE  
WASHINGTON, D.C. 20520

DO NOT WRITE IN THIS SPACE

## 2. How Many Actions, if Applicable

Seite 418 von 418

City, State &amp; Zip

**20. How Principal Office Address, if Applicable**

Sept 4, 1942

City, State &amp; Zip

	Applied For
	Not Applicable

## 7. CERTIFICATE OF STATUS REQUIRED

**\$5.75 Additional Fee required  
for a Certificate of Status**

**8. FEES:** 1) Filing Fee Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.50 and a maximum of \$437.50.  
2) Supplemental Fee \$138.75 (pursuant to section 607.193, F.S.)  
THE AMOUNT MUST BE LESS THAN \$191.25 (\$52.50 + \$138.75) AND NO MORE THAN \$570.25 (\$437.50 + \$138.75).  
Note: If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee.  
MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE.

OP \$374.50  
FF \$201.75

**9. Name and Address of Current Registered Agent**

10. If changed, new Registered Agent/Office

CAMILLO, JOHN M  
1600 WEST COMMERCIAL BLVD.  
FT. LAUDERDALE FL 33309

Name \_\_\_\_\_

Street Address (P.O. Box Number Is Not Acceptable) \_\_\_\_\_

State, Apt. #, etc. \_\_\_\_\_

City \_\_\_\_\_

Handwritten: *Send ref applic 5/14*

10a. Pursuant to the provisions of sections 620.1051 and 620.102, Florida Statutes, the above-named limited partnership organization or individual under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the limited partner(s). I hereby accept the appointment of registered agent. I am familiar with, and accept the obligations of section 620.102, Florida Statutes.

**SIGNATURE (Registered Agent Accepting Appointment)**

DATE \_\_\_\_\_

**A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY  
MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.**

11. Name(s) of General Partner(s)

**11a.** Address of Each General Partner  
(Do NOT Use Post Office Box Numbers)

11b. City, State &amp; Zip Code

11c. Registration/  
Document Number

## PREPARATORY SCHOOLS MANAGEM

1600 WEST COMMERCIAL

ET. LAUDERDALE FI 333

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400001824914  
-05/16/96--01086--005  
\*\*\*576.25 \*\*\*576.25

**NOTE:** General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(k), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(k) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this financial report is true and accurate and that my signature shall have the same legal effects as if I am under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee empowered to execute this report as required by chapter 600, Florida Statutes.

SIGNATURE \_\_\_\_\_

DATE

3-29-96

Typed or Printed Name of General Partner Signing Form

Philip E. Morgan

Telephone Number \_\_\_\_\_

954-493-6565

0002012

NOV 13-1996

EMPIRE CORPORATE KIT

11/13/96

11/13/96

LOUISIANA SYSTEM OF CORPORATIONS  
PUBLIC ACCESS SYSTEM  
ELECTRONIC FILING COVER SHEET

10:45 AM

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((H96000015994 2))

TO: DIVISION OF CORPORATIONS

FAX #: (904)922-4000

FROM: EMPIRE CORPORATE KIT COMPANY

ACCT#: 072450003255

CONTACT: RAY STORMONT

PHONE: (305)541-3694

FAX #: (305)541-3770

NAME: FLORIDA PREPARATORY SCHOOLS, LTD.

AUDIT NUMBER.....H96000015994

DOC TYPE.....LIMITED PARTNERSHIP AMENDMENT

CERT. OF STATUS..0

PAGES..... 2

CERT. COPIES.....1

DHL.METHOD... FAX

EST.CHARGE... \$105.00

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ENTER SELECTION AND <CR>:

Help F1 Option Menu F2

NUM

Connect: 00:09:1

H95-783

Name	OK
Availability	OK
Document	OK
Examiner	OK
Updater	OK
Updater	OK
Verifier	OK
Acknowledgment	OK
W. P. Verifier	OK

Star symbol

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56 NOV 13 AM 11:33  
DIVISION OF CORPORATIONS

56 NOV 13 PM 3:40  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

NOV-13-1996 15:11

EMPIRE CORPORATE KIT

P.01/03



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

November 13, 1996

FLORIDA PREPARATORY SCHOOLS, LTD.  
1600 WEST COMMERCIAL BLVD.  
FT. LAUDERDALE, FL 33309

SUBJECT: FLORIDA PREPARATORY SCHOOLS, LTD.  
REF: A95000000783

We received your electronically transmitted document. However, the document has not been filed and needs the following corrections:

Section 620.108(2), Florida Statutes, does not provide for an effective date prior to the date of filing.

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 (904) 487-6020.

Tammi Cline  
Document Specialist

FAX Aud. #: H96000015994  
Letter Number: 996A00051767

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DIVISION OF CORPORATIONS

FILED  
NOV 13 PM 3:40  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

H96000015991

**CERTIFICATE OF AMENDMENT  
OF AGREEMENT AND CERTIFICATE  
OF LIMITED PARTNERSHIP FOR  
FLORIDA PREPARATORY SCHOOLS, LTD.**

In pursuance of Chapter 620.109, Florida Statutes, the following is submitted in compliance with said Act:

1. That the name of the limited partnership is Florida Preparatory Schools, Ltd.
2. That the date of filing of the agreement and certificate of limited partnership was May 23, 1995.
3. That the agreement and certificate of limited partnership shall be amended to change the name as follows:

Florida Preparatory Schools Management, Ltd.

IN WITNESS WHEREOF, the undersigned has executed this amendment this 13 day of November, 1996.

**GENERAL PARTNER:**

**PREPARATORY SCHOOLS MANAGEMENT, INC.  
A FLORIDA CORPORATION**

By: \_\_\_\_\_

William D. Spruce, Secretary

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
96 NOV 13 PM 3:40

**STATE OF FLORIDA  
COUNTY OF BROWARD**

Before me personally appeared William D. Spruce to me well known and known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purpose therein expressed.

WITNESS my hand and seal this 13 day of November, 1996.

My Commission Expires:

JOHN M. CAMILLO, P.A.  
Bill Spruce, Esquire  
(954) 493-6565  
1600 W. Commercial Blvd.  
Ft. Laud., FL 33309

[Signature]  
Notary Public



H96000015994