

L010000002110

Hunter and Hunter, P.A.

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5 February 2001

Florida Department of State
Division of Corporations
New Filings Section
P.O. Box 6327
Tallahassee, Florida 32314

100003655671--9
-02/07/01--01041--001
****155.00 ****155.00

Re: Lycee Franco-Americain, L.L.C.

Dear Corporations Division:

Please find enclosed the Articles of Organization including a designation of registered agent, a copy of the Articles of Organization, and my trust account check made out for \$155.00.

Please file these Articles of Organization and return a certified copy of the Articles of Organization in the enclosed stamped envelope.

Thanking you in advance, I remain,

Very truly yours,

Jason D. Volkman
Jason D. Volkman, Esq.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

01 FEB -7 AM 11:30

FILED

Name	JDV/ah
Availability	Enclosures
Document Examiner	DCC
Updater	DCC
Updater Verifier	DCC
Witness	DCC
Notary	DCC

L010000002110

ARTICLES OF ORGANIZATION

OF

Lycee Franco-Americain, L.L.C,

a Florida Nonprofit Limited Liability Company

ARTICLE I

The name of the limited liability company is: LYCEE FRANCO-AMERICAIN, L.L.C.

ARTICLE II

The principal place of business and mailing address of the limited liability company is: 6020 Dawson Street, Hollywood, Florida 33023.

ARTICLE III

The name and business address of the registered agent is:

Jason Volkman, Esq.
Hunter & Hunter, P.A.
1930 Tyler Street
Hollywood, FL 33020

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01 FEB - 7 AM 11:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV

1. No part of the net earnings of the Limited Liability Company shall inure to the benefit of any individual or member.
2. The limited liability company shall not carry on propaganda, or otherwise act to influence legislation.

ARTICLE V

The Limited Liability Company will dissolve upon the death, insanity, bankruptcy, retirement, resignation or expulsion of any initial member or upon the occurrence of an act described in Article VI, or upon the occurrence of any other event which terminates the continued membership of an initial member in the Limited Liability Company.

ARTICLE VI

1. The limited liability company may be dissolved pursuant to the agreement of

two-thirds (2/3) of the members. In the event of such dissolution, or dissolution as described in Article V, the members shall, after paying or making provision for paying all of the liabilities of the limited liability company, dispose of all of the assets of the limited liability company exclusively for the purposes of the limited liability company in such manner, to such organization or organizations organized and operated exclusively for religious, charitable, educationally or literary purposes as shall at the time qualify as an exempt organization or organization under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the members shall determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court of Broward County, Florida, if Broward County is then the location of the principal office of the limited liability company, or by Circuit Court (or equivalent thereof) of county in which the principal office of the limited liability company is then located, exclusively for such purposes or to such organization or organizations, as the said court shall determine, which are organized and operated exclusively for such purposes.

2. No person, firm, limited liability company or corporation shall ever receive any dividends or profits from the undertaking of this limited liability company, and upon dissolution of this organization, all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to such organizations which have qualified for exemption under Section 501 (c) (3) of the Internal Revenue Code, or to the Federal government, or to the State or local government for a public purpose, and none of the assets will be distributed to any member, officer or trustee of this limited liability company.

ARTICLE VII

Upon the occurrence of an event triggering dissolution, as described in Article V, a majority in interest of the remaining members may consent to the continuing of business.

ARTICLE VIII

The initial members are:

- Jacquelyne Hoy
5121 Lancelot Lane
Davie, Florida 33331
- Timothy Michael Hoy
5121 Lancelot Lane
Davie, Florida 33331

ARTICLE IX

Additional members may be admitted with the consent of one hundred percent (100%) of the then existing members.

ARTICLE X

To the end that the foregoing purposes and any other related religious, educational, and charitable purposes and objects may be carried out, performed and accomplished, and to obtain funds or income for said religious, charitable, literary and educational purposes, this limited liability company shall have the power to:

1. Acquire, either by gift, grant, purchase, devise or bequest, and to hold, own, manage, sell, grant, convey, mortgage, pledge, or otherwise encumber, lease, improve and dispose of real, personal or mixed property, wheresoever situated; to operate said properties, or any part thereof, or any business it may acquire in any location, in the name of the corporation or in any other manner, and for its benefit and in its behalf, through such persons or agent as it may determine or select from time to time by majority action of the Trustees; to receive donations, gifts, and endowments, and to administer the same; all such real, personal and mixed property so acquired or received by gift, grant, devise, bequest or donation shall be used and employed however, for religious, educational, literary and charitable purposes and not for pecuniary profit of the members.

2. Formulate and adopt an Operating Agreement and to alter and rescind the same, provided, however, that said Operating Agreement shall be agreeable to, within and not beyond or contrary to the powers herein granted, or to any laws of the United States or State of Florida.

3. And in general, to possess and exercise all rights, privileges, immunities and prerequisites now or hereafter authorized by or under the provisions of the laws of the State of Florida.

4. Notwithstanding anything contained herein to the contrary, the powers of this limited liability company are expressly limited to those of any organization described in Section 501(c)(3) of the Internal Revenue Code.

ARTICLE XII

Lycee Franco-Americain, LLC is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE XII

Lycee Franco-Americain, L.L.C. will admit students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It will not discriminate in any method on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

ARTICLE XIII

1 There shall be no required meetings of Lycee Franco-Americain, L.L.C.

1.01 The Members may but shall not be required to hold any annual, periodic or other

formal meetings. However, meetings of the Members may be called by any Members with consent of at least fifty percent (50%) of the then existing members.

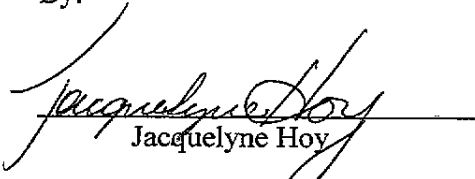
- 1.02 The Members calling the meeting may designate any place within the State of Florida as the place of meeting for any meeting of the Members; and Members holding a Two-Thirds Interest calling a meeting may designate any place outside the State of Florida as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal executive office of Lycee Franco-Americain, LLC.
- 1.03 Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Members calling the meeting, to each Member.
- 1.04 If all of the Members shall meet at any time and place, either within or outside of the State of Florida, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.
- 1.05 For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members.
- 1.06 Members holding at least a Two-Thirds Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members.
 - 1.06.01 If a quorum is present, the affirmative vote of the Members holding a Majority Interest shall be the act of the Members.
 - 1.06.01.01 A vote of the Members holding a Majority Interest shall be required to amend either the Articles of Organization or the Operating Agreement.
 - 1.06.02 At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney in fact.

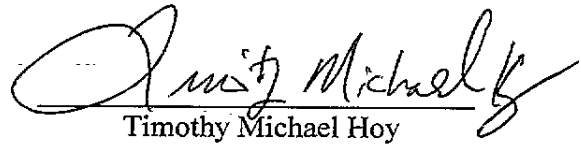
ARTICLE XIV

Lycee Franco-Americain, L.L.C is to be member managed.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Organization to be executed on this, the 5TH day of February, 2001.

By:


Jacquelyne Hoy


Timothy Michael Hoy

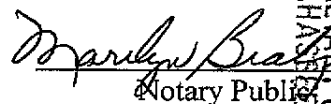
STATE OF FLORIDA
COUNTY OF BROWARD

Before me personally appeared Jacquelyne Hoy and Timothy Michael Hoy, who, to me known, or, have produced _____ as identification, have executed the foregoing Articles of Organization for Lycee Franco-Americain, LLC, on this, the 5 day of February, 2001.

My Commission Expires:



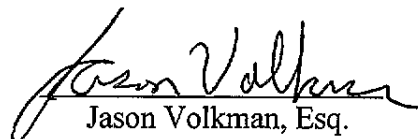
Marilyn Bialy
MY COMMISSION # CC987665 EXPIRES
January 25, 2005
BONDED THRU TROY FAIN INSURANCE, INC


Notary Public

FILED
81 FEB - 7 AM 11:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

REGISTERED AGENT ACCEPTANCE

Having been named Registered Agent, I hereby am familiar with and accept the duties and responsibilities as agent.


Jason Volkman, Esq.