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5 September 2000

LO1000015613

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Westlake Elementary School, LLC

100004574891--9
-09/07/01--01050--003
***125.00 ***125.00

Dear Corporate Division:

Enclosed please find the Articles of Organization containing a designation of registered agent for the above referenced entity. In addition, also please find enclosed a check made out to the Secretary of State for \$125.00 to cover the filing fees.

Once the documents are filed, please return a true copy of the filed documents to me in the enclosed envelope.

Thanking you in advance for your prompt attention to this matter, I remain,

Very truly yours,



Jason D. Volkman, Esq.

JDV:ah
Enclosure

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLES OF ORGANIZATION
OF
WESTLAKE ELEMENTARY SCHOOL, LLC,
a Florida Limited Liability Company

ARTICLE I

The name of the limited liability company is: WESTLAKE ELEMENTARY SCHOOL, LLC.

ARTICLE II

The principal place of business and mailing address of the limited liability company is: 3532 South University Drive, Davie, Florida 33328.

ARTICLE III

The name and business address of the registered agent is:

E.T. Hunter, Esq.
Hunter & Hunter, P.A.
1930 Tyler Street
Hollywood, FL 33020

ARTICLE IV

1. No part of the net earnings of the company shall inure to the benefit of any individual or member.
2. The 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

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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:

- Dr. William B. Peppitone II
871 NW 85TH Terrace
#1709
Plantation, Florida 33324
- William P. Peppitone III
P.O. Box 536
Glen St. Mary, Florida 32040
- Bryan K. Peppitone
7120 N.W. 11TH Court
Plantation, Florida 33313
- Brett A. Peppitone
871 NW 85TH Terrace

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#1709

Plantation, Florida 33324

Ashley M. Peppitone
806 W. Plantation Circle
Plantation, Florida 33324

ARTICLE IX

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

ARTICLE X

Westlake Elementary School, 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 XI

Westlake Elementary School, LLC 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 XII

To the end that the foregoing purposes and any other related religious and charitable purposes and objects may be carried out, performed and accomplished, and to obtain funds and 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.

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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 XIII

1 There shall be no required meetings of Westlake Elementary School, LLC.

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 Westlake Elementary School, 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.

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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

Westlake Elementary School, LLC is to be managed by a manager, and the name and address of the initial manager is: Dr. William B. Peppitone II, 871 NW 85TH Terrace #1709, Plantation, Florida 33324.

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

By:


William B. Peppitone II

STATE OF FLORIDA
COUNTY OF BROWARD

Before me personally appeared William B. Peppitone II, who, to me known, has executed the foregoing Articles of Organization for Westlake Elementary School, LLC.

My Commission Expires:



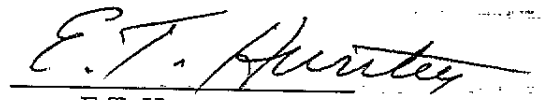
Jason D. Volkman
MY COMMISSION # CC996449 EXPIRES
January 25, 2005
BONDED THRU TROY FAIN INSURANCE, INC.


Notary Public

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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.


E.T. Hunter