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March 5, 2002

Registration Section
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

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****125.00 ****125.00

REF: Registration of Knu School of Brandon, LLC

Please find enclosed the Articles of Organization for Knu School of Brandon, LLC. The registered agent may be reached as follows:

Gary L. Simon
11266 W Hillsborough Ave #242, Tampa, FL 33635
813/494-3255

Thank you.

Sincerely,



Gary Simon

Enclosures (Articles-2 sets and check for \$125)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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ARTICLES OF ORGANIZATION FOR THE LIMITED LIABILITY COMPANY
KNU SCHOOL of BRANDON, LLC

ARTICLE 1
NAME

- 1.1 The name of the limited liability company is Knu School of Brandon, LLC.

ARTICLE 2
ADDRESS

- 2.1 The principal address of the limited liability company is 11266 W. Hillsborough Ave. #242, Tampa, FL 33635.
- 2.2 The mailing address of the limited liability company is 11266 W. Hillsborough Ave. #242, Tampa, FL 33635.

ARTICLE 3
NAME & ADDRESS OF INITIAL REGISTERED AGENT

- 3.1 The name and address of the limited liability company's initial registered agent is Gary L. Simon, 11266 W. Hillsborough Ave. #242, Tampa, FL 33635.

ARTICLE 4
MANAGEMENT

- 4.1 The limited liability company is to be managed by one manager and is, therefore, a manager – managed company.
- 4.2 The name and address of the person who is to serve as manager until the first annual meeting of its members or until a successor is elected and qualified is Gary L. Simon, 11266 W Hillsborough Ave. #242, Tampa, FL 33635.

ARTICLE 5
DURATION

- 5.1 The period of the limited liability company's duration is perpetual unless it dissolves in accordance with its Operating Agreement or by a law stating the maximum time so allowed, whichever time is greater.

ARTICLE 6
CONTINUITY OF BUSINESS

- 6.1 Remaining members of the limited liability company may agree to continue the business upon the death, retirement, resignation, expulsion, and bankruptcy or other withdrawal of a member as set forth in its Operating Agreement.

ARTICLE 7
PURPOSES

- 7.1 The purpose for which this limited liability company is to develop, support and run a school or schools and to transact any and all other lawful business for which limited liability companies may be organized for under the laws of the State of Florida including but not limited to the following:
- a. To carry on any business or any other legal or lawful activity allowed by law.
 - b. To acquire, own, use, convey and otherwise dispose of and deal in real or personal property or any interest therein.

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ARTICLES OF ORGANIZATION FOR THE LIMITED LIABILITY COMPANY
KNU SCHOOL of BRANDON, LLC

- c. To manufacture, buy, sell and generally deal in goods, wares and merchandise of every class and description, both real and personal and tangible.
 - d. To buy, rent, sell, manufacture, produce, assemble, distribute, repair and service any and all products or services in which the company desires to engage.
 - e. To do such other things as are incidental to the foregoing or desirable in order to accomplish the purpose for which the company was formed.
 - f. To have and exercise all rights and powers that are now or may hereafter be granted to a limited liability company by law.
- 7.2 The foregoing shall be construed, as objects, purposes and powers, and enumeration thereof shall not be held to limit or restrict in any manner, the powers hereafter conferred on this limited liability company by the laws of the State of Florida.
- 7.3 The limited liability company may in its Operating Agreement confer powers, not in conflict with law, upon its manager and members in addition to the foregoing and in addition to the powers and authorities expressly conferred upon them by statute.

ARTICLE 8
INDEMNIFICATION

- 8.1 The limited liability company shall indemnify every manger, his or her heirs, executors and administrators against expenses actually and reasonably incurred by him or her, as well as any amount paid upon judgment, in connection with any action, suit or proceeding, civil or criminal, to which he or she may be made a party to by reason of having been a manager of this limited liability company.
- 8.2 This indemnification is being given since the manager will be requested to act by the limited liability company for and on behalf of the limited liability company's benefit.
- 8.3 This indemnification shall not be exclusive of other rights to which the manager may be entitled.
- 8.4 The manager shall be entitled to the fullest indemnification allowed by the current law or as may be amended hereafter.
- 8.5 A manager shall be liable to the limited liability company for the following actions:
- a. A breach of his or her duty of loyalty to the limited liability company, or its members.
 - b. An act or omission taken in bad faith and constituting a breach of the manager's duty to the limited liability company.
 - c. To be liable hereunder the manager must have acted in a grossly negligent, malicious or intentional manner as those terms are defined at law.
 - d. A transaction in which the manager benefits to the detriment of the limited liability company or its members.
 - e. An action, which the manager is liable at law for, which an indemnification is not allowed.

ARTICLE 9
OPERATING AGREEMENT

- 9.1 The Manager will set forth and adopt the initial Operating Agreement.

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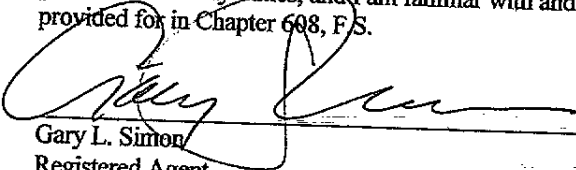
ARTICLES OF ORGANIZATION FOR THE LIMITED LIABILITY COMPANY
KNU SCHOOL of BRANDON, LLC

- 9.2 The powers to alter, amend, or repeal the Operating Agreement or adopt a new Operating Agreement is vested in the Manager, subject to repeal or change by action of the Members.

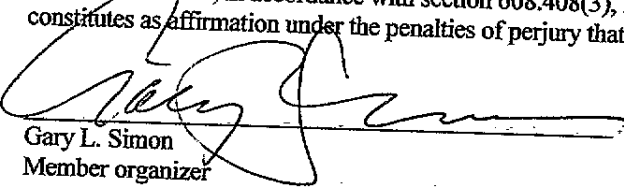
ARTICLE 10
RESTRICTIONS ON ITS TRANSFERABILITY

- 10.1 The Membership interest of the limited liability company will be subject to restrictions on its transferability as set out in the Operating Agreement of the limited liability company, which Operating Agreement will be kept with the records of the limited liability company.
- 10.2 The limited liability company will provide a copy of the Operating Agreement without charge to any record holder of a Membership interest upon written request addressed to the limited liability company at its principal business office or its registered agent's address.

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.


Gary L. Simon
Registered Agent

I, the undersigned natural person, acting in the capacity as organizer of this limited liability company pursuant to Chapter 608, Florida Statutes, hereby adopt these Articles of Organization for this limited liability company, and I further understand, in accordance with section 608.408(3), Florida Statutes, that the execution of this document constitutes as affirmation under the penalties of perjury that the facts stated herein are true.


Gary L. Simon
Member organizer

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