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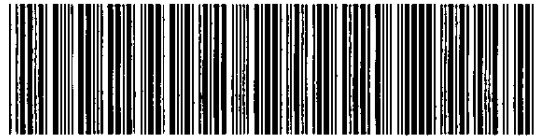
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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09 JUL 13 PM 3:22  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

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**Florida Department of State  
Secretary of State**

**Division of Corporations  
Registration Section**

July 1, 2009

**RE: Filing to Form a Florida Limited Liability Company**

Name of the Company: **SHERWOOD ACADEMY, LLC.**  
Address: **20170 Pines Blvd.  
Suite 201  
Pembroke Pines, Florida 33029**  
Daytime Phone: **(305) 710-1117**  
Contact Person: **Fernando Azpurua, Managing Member**

Please find the enclosed documents:

- **Articles of Organization of SHERWOOD ACADEMY, LLC.**  
(Additional copy is enclosed)
- **Certificate of Designation of Registered Agent.**
- **Money Order for a total value of \$160.00**

Filing Fee	= \$100.00
Register Agent	= \$ 25.00
Certified Copy	= \$ 30.00
Certificate of Status	= \$ 5.00

Should you have any question or require additional information, please do not hesitate to contact me.

Sincerely,



**Fernando Azpurua**

**FILED**

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**SECRETARY OF STATE  
TALLAHASSEE FLORIDA**

**ARTICLES OF ORGANIZATION  
OF  
SHERWOOD ACADEMY, LLC.**

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, Florida Statutes Chapter 608, hereby make, acknowledge, and file the following Articles of Organization.

**ARTICLE I – NAME**

The name of the limited liability company ("Company") shall be:

**SHERWOOD ACADEMY, LLC.**

**ARTICLE II – ADDRESS**

The initial place of business and mailing address of the Company shall be:

20170 Pines Blvd. Suite 201  
Pembroke Pines, FL 33029

**ARTICLE III – EFFECTIVE DATE**

These Articles of Organization shall be effective immediately upon approval of the Secretary of State, State of Florida.

#### **ARTICLE IV – DURATION**

Subject to the provisions of Article X, the Company's existence shall terminate 50 years from its date of commencement, unless the Company is earlier dissolved by the written agreement of all members.

#### **ARTICLE V – PURPOSES AND POWERS**

The general purpose for which the Company is organized is to engage in the development and operation of early childhood educational centers and related business, as well as any lawful business for which a limited liability company may be organized under the laws of the State of Florida. The Company shall have all the powers granted to a limited liability company under the laws of the State of Florida.

#### **ARTICLE VI – REGISTERED OFFICE AND REGISTERED AGENT**

The company initial registered agent and the address of this initial registered agent are as follows:

**Armando Azpurua**  
169 E. Flagler St. Suite 1534  
Miami, FL 33131

#### **ARTICLE VII – MEMBERSHIP INTEREST**

a. **Membership Units.** The interests in the Company of each Member, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members pursuant to this Agreement or the Act, shall initially be divided into units (the "Units"). The maximum numbers of Units Sherwood Academy, LLC is authorized to have outstanding is 1,000 (one thousand), all of which shall be identical units.

b. **Authority of Members.** No Member acting alone shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company.

c. **Limitation on Liability.** No Member shall have any personal liability for any debts or losses of the Company beyond his respective capital contributions, except as provided by law.

#### **ARTICLE VIII – INITIAL MEMBERS**

The initial members of the company, their address and their membership interest shall be as follows:

Fernando Azpurua	20170 Pines Blvd. #201 Pembroke Pines, FL 33029	500 Membership Units
Open Valley, LLC.	20170 Pines Blvd. #201 Pembroke Pines, FL 33029	500 Membership Units

#### **ARTICLE IX – MANAGEMENT**

a. **Managemet.** The company shall be managed by the managers.

b. **Appolntment of Manager.** Fernando Azpúrua is appointed the initial Manager of the Company, and shall hold the title of President, and shall serve until his resignation, removal or until his/her successor has been appointed and has undertaken his/her duties.

c. **Authority of the Managers.** Except as otherwise expressly provided herein, all decisions respecting any matter set forth in this Agreement or otherwise affecting or arising out of conduct of the business of the Company shall be made by the Managers. The Managers, jointly and separately, shall have the exclusive right and full authority to

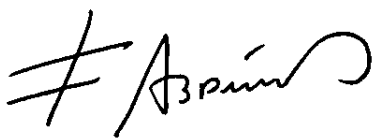
manage, conduct and operate the Company business and to make all decisions regarding the operation of the Company business and to perform any and all other acts or activities customary or incident to the management of the Company business. Specifically, but not by way of limitation, the Managers shall be authorized to: (i) employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the Company and to pay as an expense of the Company such reasonable fees, expenses, salaries, wages and other compensation to such persons as the Managers shall determine; (ii) cause to be paid all amounts due and payable by the Company to any person or entity; (iii) pay, expend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise upon such terms as the Managers may determine and upon such evidence as it may deem sufficient any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Company; (iv) make any and all expenditures or investments of excess funds in obligations which the Managers, in their sole discretion, deem necessary or appropriate in connection with the management of the affairs of the company and the carrying out of its obligations and responsibilities under this Agreement; (v) lease Company property on such terms and conditions as the Managers shall determine to be in the interest of the Company; (vi) incur such indebtedness on behalf of the Company as the Managers deem necessary to carry out business and affairs of the Company; (vii) purchase insurance insuring the Managers and/or employees of the Company from personal liability for actions taken in good faith on behalf of the Company; (viii) execute on behalf of the Company all instruments and documents; (ix) hold and own any Company real and/or personal properties in the name of the Company; (x) enter into other agreements on behalf of the Company; and (xi) all other acts as may be necessary or appropriate to the conduct of the Company business. With respect to all of their obligations, powers and responsibilities under Agreement, the Managers are authorized to execute and deliver for and on behalf of the Company such deeds, leases, notes, contracts, agreements, assignments, bills of sale, security agreements, deeds to secure debt and other documents in such form such terms and conditions as they shall deem proper.

d. **Liability of Managers.** The Managers shall not be liable, responsible or accountable in damages or otherwise to the Company or any Member for, and the Company shall indemnify and save harmless the Managers from as set forth below, any loss or damage incurred by reason of breach of duty of care or other duty as Managers, provided that the Managers were not guilty of intentional misconduct or a knowing violation of the law or receipt of a personal benefit in violation or breach of any provision of this Agreement. The satisfaction of any indemnification and any saving harmless shall be from and limited to Company assets, no Managers or employee or representative of Managers having any personal liability on account thereof.

#### **ARTICLE X – TERMINATION OF EXISTENCE**

The Company shall be dissolved upon the death, retirement, resignation, bankruptcy, or dissolution of a member, or upon the occurrence of any other event that terminates the continued membership of a member in the Company, unless the business of the Company is continued by the consent of all the remaining members, provided there is at least one remaining member.

**IN WITNESS WHEREOF**, The undersigned, an authorized representative of the member, has made and subscribed these Articles of Organization at Pembroke Pines, Florida, for the foregoing uses and purposes, this June 1, 2009.



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**Fernando Azpúrua,**  
Managing Member

**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE  
PURSUANT TO THE PROVISIONS OF  
SECTION 608.415, FLORIDA STATUTES,  
THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE  
FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE  
AND REGISTERED AGENT IN THE STATE OF FLORIDA.**

1. The name of the limited liability company is:

**SHERWOOD ACADEMY, LLC**

2. The name and the Florida Street address of the registered agent are:

**Armando Azpurua**

169 E. Flagler St. Suite 1534  
Miami, FL 33131

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TALLAHASSEE, FLORIDA

*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.*



By: Armando Azpurua