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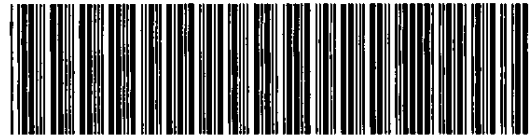
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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12/27/12--01026--003 **155.00

HAROLD E. WOLFE, JR., P.A.

ATTORNEY AND COUNSELORS AT LAW

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HAROLD E. WOLFE, JR.*

*ADMITTED TO BARS OF:

FLORIDA

GEORGIA

ALABAMA

December 26, 2012

* FLORIDA BAR BOARD

CERTIFIED TAX ATTORNEY

* FLORIDA BAR BOARD

CERTIFIED WILLS, TRUSTS,

AND ESTATES ATTORNEY

VIA OVERNIGHT DELIVERY

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

FILED
2012 DEC 27 PM 3:21
TALLAHASSEE FLORIDA
DIVISION OF STATE
REGISTRATION

Re: Articles of Organization - Yarnell Schools, LLC

Dear Sir/Madam:

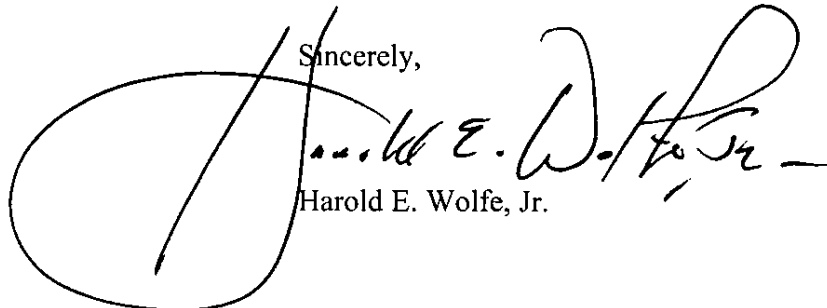
Enclosed please find an original and photocopy of the Articles of Organization for Yarnell Schools, LLC, for filing with the Department of State. Enclosed is our check, made payable to the Florida Department of State, in the total amount of \$155 representing the following fees:

Filing Fee	\$125.00
Certified Copy	<u>30.00</u>
Total	<u>\$155.00</u>

Please file the Articles at your earliest convenience and return the certified copy to this office in the enclosed self-addressed, stamped envelope.

Should there be any questions, please feel free to call us.

Sincerely,



Harold E. Wolfe, Jr.

HEW:cmr
Enclosures

cc: Ms. Judie Batt-Yarnell
Paul F. Smyth, C.P.A.

**ARTICLES OF ORGANIZATION
OF
YARNELL SCHOOLS, LLC**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, hereby form and create a limited liability company pursuant to Chapter 608 and Fla. Stat. §608.407 of the laws of the State of Florida, and do hereby execute and adopt these Articles of Organization to be filed with the Florida Department of State and hereby state and certify the following:

ARTICLE I - NAME OF LIMITED LIABILITY COMPANY

In accordance with Fla. Stat. §608.406, the limited liability company's name shall be "YARNELL SCHOOLS, LLC".

ARTICLE II - PERIOD OF DURATION OF LIMITED LIABILITY COMPANY

This limited liability company shall have a duration of ninety-nine (99) years from the effective date of these Articles of Organization. This limited liability company's existence shall begin at the date and time when these Articles of Organization are filed with the Florida Department of State, all in accordance with Fla. Stat. §608.409(1).

ARTICLE III - LOCATION OF PRINCIPAL OFFICE

The mailing and street address of this limited liability company's principal office is as follows:

Mailing and Street Address:

11819 Blackwoods Lane
West Palm Beach, Florida 33412

ARTICLE IV - REGISTERED OFFICE AND REGISTERED AGENT

The street address of this limited liability company's initial registered address in the State of Florida is 631 U.S. Highway One, Suite 411, North Palm Beach, Florida 33408. The name of the registered agent at such registered office is **PAUL F. SMYTH, C.P.A.**

ARTICLE V - ADMISSION OF NEW MEMBERS

Members may admit additional new Members in compliance with the terms and conditions of this article. A new Member may be admitted into this limited liability company only if (i) such new Member acquires ownership units in this limited liability company, (ii) any first refusal rights or other restrictions on ownership unit transferability granted under any operating agreement then in effect governing this limited liability company are complied with, (iii) such new Member agrees to comply with any operating agreement then in effect governing this limited liability company and (iv) such new Member executes such instruments as the other Members determine are necessary or desirable to effect such admission and to confirm the agreement of the person or entity being admitted as a new Member to be bound by all the covenants, terms and conditions of these Articles of Organization and any operating agreement then governing this limited liability company then in effect. Said new Member shall receive a capital interest and an interest in the net profits and net losses and cash flow of this limited liability company in an amount commensurate with the formula prescribed in Article IX hereof. In accordance with Fla. Stat. §608.4211(5)(or successor section), any Member who fails to make a required capital contribution under the terms of the Operating Agreement shall forfeit such defaulting Member's membership interest and such individual shall not become a Member of this limited liability company.

ARTICLE VI - CLASSES OF MEMBERS; SHARING OF PROFITS AND LOSSES

Pursuant to Fla. Stat. §§608.4231(1) and 608.4261, this limited liability company may have different classes of Members having such relative rights, powers and duties as specified in the Operating Agreement, including differences among such classes of Members for sharing of profits and losses. In accordance with Fla. Stat. §608.4261, the profits and losses of this limited liability company shall be allocated among Members as so specified in the Operating Agreement; provided, however, that if the Operating Agreement does not provide for, or is silent as to, the allocation of profits and losses among Members, profits and losses shall be allocated on the basis of capital contributions made by each Member to the extent that such contributions have been received by the limited liability company and have not been returned; provided further, however, that in all events the Operating Agreement may specifically contain special allocations of profits and losses among different classes of Members. Further, in accordance with Fla. Stat. §608.4231, these Articles and/or the Operating Agreement may limit any Members' or class of Members' ability to vote on certain items such as the composition of management as set forth in Article VIII hereof.

ARTICLE VII - CONTINUATION OF BUSINESS

The remaining Members of this limited liability company are specifically given the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of an event which terminates the continued membership of a Member in this limited liability company; it being the intent of the Members hereunder that the existence of this limited liability company be for the term of years set forth in Article II hereof.

ARTICLE VIII - COMPOSITION OF MANAGEMENT

This limited liability company shall be managed by one (1) Manager, JUDIE BATT-YARNELL, during her lifetime and no other persons or individuals shall have the right to so manage this limited liability company unless JUDIE BATT-YARNELL resigns, dies, voluntarily retires or consents in writing to a successor Manager. Accordingly, this limited liability company is to be a Manager-managed company as set forth in Fla. Stat. §608.407(d) and shall be so managed by JUDIE BATT-YARNELL until she has resigned, died, or retired, or consent to a Successor Manager. Upon the resignation, death, or retirement, or written consent to a successor Manager, of JUDIE BATT-YARNELL, in such event, a successor Manager shall be selected (i) in accordance with any then adopted operating agreement governing this limited liability company or (ii) if no such operating agreement has been so adopted, by majority percentage vote of Members holding a majority of Units in this limited liability company. In accordance with the foregoing, the names and addresses of the Manager of this limited liability company is:

Name of Manager

Address

JUDIE BATT-YARNELL

11819 Blackwoods Lane
West Palm Beach, Florida 33412

Notwithstanding anything to the contrary contained in Fla. Stat. §608.426 (or successor section) the Managers shall have sole discretion in making decisions to make distributions to members from this limited liability company. Furthermore, since this limited liability company is to be a manager-managed company, the Manager herein named shall have all of the rights afforded under Fla. Stat. §608.422(4)(b) (or successor statute); and the rights afforded the Manager hereunder shall not be abridged by any subsequent amendments to this limited liability company's operating agreement.

ARTICLE IX – OWNERSHIP UNITS

The maximum number of ownership units that this limited liability company is authorized to have outstanding is ten thousand (10,000) units, which may be divided into different classes or groups in accordance with Fla. Stat. §608.4231(1); provided, however, that the total maximum aggregate number of ownership units of all classes shall not exceed ten thousand (10,000) units. The Manager shall determine the number and class of each unit; provided, however, that if a class of units is prescribed to any Member in the Operating Agreement, that Member shall receive the class and number of units as so assigned in the Operating Agreement. This limited liability company is not obligated to issue all of its authorized outstanding units but rather may issue to initial Members a portion of its authorized ownership units and reserve a portion of such ownership units for future authorization to future Members, if any. Each of such ownership units shall represent the ownership of that percentage of the total units of that class outstanding at any time as is the equivalent of the ratio in which one is the numerator and the total number of units of that class outstanding is the denominator. Each Member of each class shall receive a capital interest and an interest in the net profits and net losses and cash flow of this limited liability company in an amount specified in the Operating Agreement or as specified in Article VI of these Articles if the Operating Agreement is silent as to that matter.

ARTICLE X – PURPOSE OF LIMITED LIABILITY COMPANY

The purpose for which this limited liability company is formed is to engage in any lawful acts or other activities for which limited liability companies may be formed under Chapter 608 of the Florida Statutes. Additionally, this limited liability company shall engage in the business of ownership, operation and management of schools and other educational facilities.

ARTICLE XI - OPERATING AGREEMENT

This limited liability company may adopt an "Operating Agreement" which shall govern the operations of this limited liability company, shall prescribe the method for electing managers and designating successors (except as provided in Article VIII hereof), shall, if the Members so elect, grant first refusal rights or other restrictions on ownership unit transferability and govern legal arrangements among Members. Such Operating Agreement shall comply with provisions of Fla. Stat. § 608.423; provided, however, that any amendment or alternation of the Operating Agreement of this limited liability company shall strictly comply with any amendment procedure contained in the Operating Agreement unless all Members unanimously otherwise agree in writing. The provisions of Chapter 608 of the Florida Statutes entitled the "Florida Limited Liability Company Act" shall govern this limited liability company except to the extent overridden by specific provisions of any Operating Agreement then governing this limited liability company.

IN WITNESS WHEREOF, the undersigned, members of this limited liability company have executed these Articles of Organization on this 26 day of December, 2011.

YARNELL SCHOOLS, LLC


JUDIE BATT-YARNELL, Member


JORDY BATT-YARNELL, Member

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

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NOTARY PUBLIC
PALM BEACH, FL

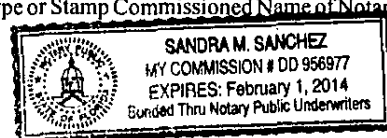
BEFORE ME personal appeared JUDIE BATT-YARNELL, the signor, who personally appeared before me at the time of this notarization, and is personally known to me or has produced _____ as identification and is known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 26 day of December, 2012.

(SEAL)


Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)



STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

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NOTARY PUBLIC
STATE OF FLORIDA

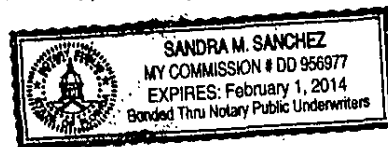
BEFORE ME personal appeared JORDY BATT YARNELL, the signor, who personally appeared before me at the time of this notarization, and is personally known to me or has produced Y654-422-89-148-0 as identification and is known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 26 day of December, 2012.

(SEAL)

Sandra M. Sanchez
Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)



FILED
2012 DEC 27 PM 2:21
CLERK OF DISTRICT COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
PALM BEACH COUNTY, FLORIDA

**CERTIFICATION DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Sections 608.415 and 48.061, Florida Statutes, the following is submitted:

That **YARNELL SCHOOLS, LLC** desiring to organize or qualify under the laws of the State of Florida as a limited liability company with its principal place of business in the City of West Palm Beach, County of Palm Beach, State of Florida, has named **JUDIE BATT-YARNELL**, as its agent to accept services of process.

Signature: Judie Batt Yarnell
JUDIE BATT-YARNELL

Title: **Incorporating Member**

Date: **December 26, 2012**

Signature: Jordy Batt Yarnell
JORDY BATT YARNELL

Title: **Incorporating Member**

Date: **December 26, 2012**

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

Pursuant to the provisions of the Florida Limited Liability Company Act, Chapter 608 of the Florida Statutes, the undersigned does hereby accept his appointment as Registered Agent on whom process may be served within the State of Florida for this limited liability company named in the foregoing Articles of Organization and by affixing such Registered Agent's signature below states that he is familiar with, and accepts the obligations of that position.

REGISTERED AGENT:



PAUL F. SMYTH, C.P.A.

DATE: December 24, 2012

RECEIVED
CLERK OF COURT
JANUARY 2, 2013

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