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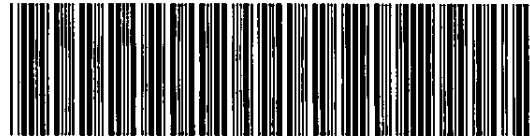
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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CLERK OF SUPERIOR COURT
JAILAH ASSESSOR FLORIDA

FEB 12 2014
D. BRUCE

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: AHS-GEAR LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Holly Blumenthal

Name of Person

AHS-GEAR LLC

Firm/Company

7733 W. Newberry Rd., Suite B2

Address

Gainesville Florida 32606

City/State and Zip Code

hblumenthal@ahsflorida.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Holly Blumenthal

Name of Person

at **(352) 226-4198**

Area Code

Daytime Telephone Number

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

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

AHS-GEAR LLC

Page 1 of 3

If amending the Managers or Authorized Member on our records, enter the title, name, and address of each Manager or Authorized Member being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Nelson N. Wilson	185 Middle St., Suite 1351	<input type="checkbox"/> Add
		Lake Mary FL 32746	<input checked="" type="checkbox"/> Remove
MGR	John Kaiser	185 Middle St., Suite 1351	<input checked="" type="checkbox"/> Add
		Lake Mary FL 32746	<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
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 TALLAHASSEE, FLORIDA

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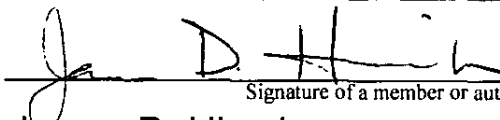
D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

The attached Joint Venture Agreement effective February 6, 2014,
is hereby incorporated into the Articles of Organization of AHS-GEAR LLC.

E. Effective date, if other than the date of filing: _____ (optional)

(The effective date must be specific, cannot be prior to date of receipt or filed date and cannot be more than 90 days after the date this document is filed by the Florida Department of State)

Dated February 7, 2014



Signature of a member or authorized representative of a member

James D. Hirsch

Typed or printed name of signee

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Filing Fee: \$25.00

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TALLAHASSEE, FLORIDA

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (the "Agreement") entered into on February 6, 2014 by and between Gator Engineering & Aquifer Restoration, Inc., a Florida Subchapter S corporation (hereinafter referred to as GEAR) and Applied Hydrogeologic Solutions LLC, a Florida limited liability company (hereinafter referred to as AHS), the Joint Venture Parties herein, who do hereby agree as follows:

I. PURPOSE:

The purpose of this Agreement is to create a joint venture by and between the parties herein, to be called AHS-GEAR LLC, and to define the interests in the services to be rendered and the work to be done. The parties will form a State of Florida limited liability company to carry out the purposes of the Joint Venture (the "Company"). The parties may pursue additional business opportunities as part of this Joint Venture. However, the initial purpose of this Agreement is to create the Joint Venture to pursue work under the FDEP Petroleum Restoration Program Agency Term Contract ("Contract") as hereinafter described, to provide for distribution of profits therefrom and any liability for losses arising out of the performance of the Contract. It is agreed that all parties to the Joint Venture will sign such documents as are necessary to obligate themselves to insure the performance of this Contract. The parties hereby constitute themselves as joint venture parties for the purpose of performing the work, and providing the labor and materials necessary for the completion of the Contract described herein, and to carry out their joint venture for the Contract described as follows (the "Project"):

Project Description: FDEP Petroleum Restoration Program Agency Term Contract, North and Central Regions

II. RESPONSIBILITY OF THE PARTIES:

The Company will be responsible for performing the on-site work (labor) with their own labor force which is not granted to subcontractors and in any case not less than a significant portion of the Contract. Selection of material, suppliers and subcontractors shall be agreed upon by all parties of the Joint Venture, but shall be subject to final approval of the Management Board. All parties are responsible for providing bonding, financial, and technical resources for the purposes of completing the Contract.

AHS shall provide the program manager of the Project responsible for the performance of the Project.

The parties further agree that, should it be necessary to delineate any other responsibilities in writing, that they shall attach hereto a schedule designated as such to this Contract setting forth any further terms that are necessary. This Agreement and any changes to this Agreement must be filed with the Florida Department of Environmental Protection ("FDEP").

III. REPRESENTATIVES:

3.1 To facilitate the handling of all matters and questions in connection with the performance of the Contract by the Joint Venture, the business and affairs of the Company shall be managed under the direction and control of the Management Board which shall consist of three (3) individual Persons, one from each party of the Joint Venture. The third member shall be jointly agreed upon by the Joint Venture members. Each representative of a Member on the Management Board shall have one vote, and the majority (2/3) will determine the final decision.

3.2 The Management Board shall have the exclusive power to manage the affairs of the Company. Decisions of the Management Board within its scope of authority shall be binding upon the Company and each Member.

3.3 Each representative of a Member on the Management Board serves at the pleasure of the Member appointing him or her, and may be removed at any time by the Member appointing him or her without cause. Any representative of a Member on the Management Board may resign at any time. A vacancy left by the death, disability, resignation, or removal of any representative of a Member on the Management Board shall be filled by the Member appointing that representative of the Member on the Management Board.

3.4. Decisions of the Management Board shall require a majority of the outstanding votes of the members present in person or by proxy at a meeting. Decisions of the Management Board may also be made without a meeting by written consent signed by all members of the Management Board.

3.5 Meetings of the Management Board shall be held at the principal business office, at any other place, or via teleconference that the Management Board determines. Meetings may be held by communicating simultaneously by conference telephone or similar communications equipment. The presence, in person or by proxy, of at least a majority of the outstanding votes of the Management Board shall constitute a quorum for the transaction of business. The Management Board will not take any action at meetings unless a quorum, consisting of a majority of the outstanding votes of the Management Board, is present. A quorum may include the attendance of a Member by proxy. Minutes of each meeting and a record of each decision shall be kept by a Person designated by the Management Board.

3.6 AHS, as the Managing Venturer, shall appoint the principal executive officer of the Company who, in this capacity, shall be referred to as the President of the LLC. The President, subject to the control of the Management Board shall carry out the policy decisions of the Management Board. GEAR will appoint the Vice President of the Company.

IV. PROGRAM MANAGER:

The general supervision and management of the work called for by the Contract shall be subject to the control of the Program Manager who shall initially be the representative of the parties and shall make sure that the Contract performance is complete.

V. OBLIGATION TO PERFORM

Notwithstanding anything in this Agreement to the contrary, each Member is responsible for the performance of the Contract and any additional Contract undertaken by the Company, despite such Member's withdrawal or dissociation from the Company. Accordingly, each Member shall be required to perform the tasks and provide the support set forth and attributed to or assigned to such Member in this Agreement with respect to the Contract or any other Contract undertaken by the Company, irrespective of such Member's continuing status as a Member of the Company.

Negotiations: Each member will select one representative who will be responsible for negotiating the original Contract, should negotiations be required by FDEP, and any subsequent negotiations required by FDEP.

VI. NON COMPETE

In consideration that each Joint Venture member will be providing the Company instruction based on their in depth knowledge of petroleum assessment and remediation projects, each Joint Venture Member agrees that during the life of this joint venture agreement, each Joint Venture Member will not compete as a prime contractor or be affiliated with any joint venture, team or entity other than another Joint Venture Member that is designed to submit a proposal to compete for FDEP petroleum assessment and remediation contracts that are offered or awarded as a result of the Contract until the expiration of this joint venture agreement. This non-compete clause shall not prevent any Joint Venture Member from pursuing petroleum assessment and remediation contracts, including contracts with FDEP, that are available to non-Agency Term Contractors.

VII. SHARE OF PROFITS AND LOSSES:

The parties agree that each Joint Venture Member shall be entitled to 1/2 of the net after tax profits derived from the Joint Venture and with respect thereto, the parties further agree that in the event that there is a loss on the performance of the Contract, that each party shall share the loss in the same ratio and proportion as they have agreed to share the profit. This same allocation of profits and losses shall be applicable to warranty work after completion of the Project.

Each Party of this Joint Venture shall indemnify and hold harmless each other and their directors, officers, and employees from and against any and all losses, liability, fines, penalties, costs, claims, demands and expenses (including costs of settlement and reasonable attorney's fees) which are caused by, arise out of, or are in any manner connected with 1) this Joint Venture Agreement; 2) self-performance associated with this Agreement; 3) each Parties violation of any laws, rules, regulations or orders; 4) each parties breach of any Warranty or Representation contained herein; 5) each parties, or its subcontractors', or their agents' or employees, negligent or willful acts, errors, or omissions; or any claims or demands made by employees of each Party or its subcontractor's employees in any way connected with this Agreement of the Work. Each Party specifically agrees that a specific but unidentified portion of the Contract Amount has been included as consideration for each Party assuming this indemnity and hold harmless obligation.

VIII. WORKING CAPITAL:

Each Joint Venture Member hereby agrees to provide, from the onset of contract performance, the initial working capital necessary to begin performance of the Contract in an amount not to exceed \$2,500 each. Additional working capital required for completion of the Contract will be mutually agreed upon by each member firm of the Joint Venture. Said monies shall be deposited in a bank account at a financial institution chosen by the Management Board. The bank account shall be made in the name of AHS-GEAR LLC. A representative of each Joint Venture Member will have signatory authority for the account. All payments under the Contract shall be deposited in this said special account, from which all expenses incurred, under the performance of the Contract, shall be paid including, but not limited to salaries, taxes, material costs, insurance, legal fees, and such other costs attributable and necessary to the performance of the Contract herein. Payment of all invoices paid by said account shall be approved by an authorized representative of each member firm. The parties agree that any equipment owned by either of the parties, which is brought into the Joint Venture, for the purpose of completing the Project, shall remain the sole and separate property of whichever party brings the same in for use by the Joint Venture. All working capital advanced shall be repaid to the party advancing same prior to distribution of any profits hereunder. No distribution of profits shall be made prior to completion of the Project unless mutually agreed by the parties.

IX. BOOKS AND RECORDS:

The books and records of the Joint Venture shall be kept in such office or offices as the Management Board may determine pursuant to the methods prescribed by the Management Board. The checkbook will be kept in the offices of the Managing Venturer. However, the books and records shall be open and available to either party herein at all times for their review. The parties further acknowledge that the FDEP shall have the authority to inspect the records at any time they shall deem necessary. The parties will further prepare quarterly financial statements showing cumulative contract receipts and expenditures, including salaries of the Joint Venture principals herein, which financial statements will be available to FDEP no later than 45 days upon request by audit. Upon the completion of the Contract or any other contract, undertaken by the Company, the final records arising from or related to such contracts shall be kept and maintained in the appropriate offices. The parties further agree that a project-end profit and loss statement shall be submitted no later than 90 days after completion of the Contract with a statement of financial profit distribution to the each Joint Venture Member. The Joint Venture parties also agree that the final original records will be retained upon completion of the Contract, or Task Order performed by this Joint Venture. FDEP shall bear no legal liability or legal recourse as a result of this requirement or by receipt of financial information.

X. QUARTERLY FINANCIAL STATEMENT

The Company shall submit quarterly financial statements to each Joint Venture Member company.

XI. CREDIT OF OTHER PARTY:

Neither party shall have the right to borrow money on behalf of the other party, or to use the credit of the other party for any purpose.

XII. FDEP APPROVAL

The FDEP must approve this joint venture prior to award of the subject contract on behalf of the joint venture. FDEP must approve any amendments to the joint venture in advance. FDEP shall have authority to inspect the records of the venture at any reasonable deemed necessary time.

XIII. CONTRACT EXECUTION

Subject to the Joint Venture agreement, the FDEP will execute a contract in the name of AHS-GEAR LLC.

XIV. DIVISION OF PROFITS:

Upon completion of the Project, after paying the following: a.) all costs disbursed or incurred in the performance of the Contract; b.) all other costs and charges ordinarily and usually charged as costs in the performance of such contract; c.) any and all claims not secured by insurance; d.) proper reserves for any warranty work to be performed at a later date; e.) reserves for contingencies, if any, that shall be determined by the parties in their discretion to be necessary; and f.) payment of all sums advanced by either party for working capital, then any profit remaining, resulting from the performance of the Contract, shall be distributed and divided between the parties herein as previously provided for in this Contract.

XV. DISPUTE RESOLUTION:

The parties agree to attempt to resolve all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof, through informal means such as negotiation or mediation. In the event the dispute remains unresolved, either party may bring suit to enforce this agreement or seek other relief in a state court in the State of Florida.

XIII. INSOLVENCY:

Upon the bankruptcy or insolvency of either party or should either party be unable to meet its obligations as they become due or take advantage of any bankruptcy reorganization, compensation or arrangement statute then, from and after that date the party (the insolvent party) and its representative as referred to in paragraph III (anything in this Agreement to the contrary notwithstanding) shall cease to have any voice in the management on the Contract. All acts, consents and decisions with respect to the Contract shall thereafter be taken solely by the other party and its representative. Notwithstanding the foregoing, the insolvent party shall remain liable for its share of any losses and shall be entitled to receive its share of any profits, such profits to be paid at the time and in the manner provided in this Agreement. Prior FDEP approval is required before any specific actions occur against the insolvent party.

XIV. LIMIT OF JOINT VENTURE:

The relationship between the parties shall be limited to the performance of the Contract or other appropriate business pursuits in accordance with the terms of this Agreement. This Agreement shall be construed and deemed to be a joint venture for the purpose of carrying out the Contract. Nothing herein shall be construed to create a general partnership between the parties or to authorize either party to act as a general agent for the other, or to permit either party to bid for or to

undertake any other contracts for the other party. Additionally, each party hereto is not limited in its pursuit of commercial or government contracts without the involvement of the other party with the exception of the Project described herein.

XV. WITHDRAWAL

15.1 Upon Withdrawal of a Member (the "Withdrawn Member"), it shall cease to be a Member, and its Membership Rights, including the right to vote, shall terminate effective immediately. Withdrawal shall not dissolve the Company; PROVIDED, HOWEVER, the remaining Member reserves the right to dissolve the Company PROVIDED, FURTHER, if the Company is dissolved, the remaining Member shall continue the business of the Company and perform the Contract. Each Joint Venturer acknowledges its responsibility to complete performance of the Contract despite the withdrawal of the other Member.

15.2 Notwithstanding the provisions of Section 15.1, the Withdrawn Member shall be entitled to receive the positive balance of its Capital Account determined as of the last day of the month preceding Withdrawal, adjusted for a proportionate share of anticipated year-end adjustments, within ninety (90) days after Withdrawal. The Withdrawn Member hereby irrevocably constitutes and appoints any one or more of the remaining Members as the Withdrawn Member's attorney-in-fact to execute and deliver all documents necessary or appropriate to carry out the provisions of this Article XV, including an assignment of the Withdrawn Member's Membership Rights. The appointment by the Withdrawn Member is irrevocable and shall be deemed to be a power coupled with an interest and survive the dissolution or bankruptcy of the Withdrawn Member.

XVI. ASSIGNMENT:

Neither this Agreement, nor any interest of either of the parties herein may be assigned, pledged, transferred, or hypothecated without the prior written consent of the parties hereto and the FDEP.

XVII. TERM OF JOINT VENTURE:

The parties herein agree that this Joint Venture shall continue until such time as the completion of the Contract, including any renewal period granted by FDEP. This Agreement must be in effect and filed with FDEP prior to contract award, or the contract award cannot be granted to the Company.

XVIII. EXTENT OF AGREEMENT:

This Agreement represents the entire agreement between the parties and supercedes all prior negotiations, representatives, or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by each and every party to this Agreement and must be prior approved in writing by FDEP.

XIX. SUCCESSORS AND ASSIGNS:

The parties to this Agreement, respectively, bind themselves, their partners, successors, assigns heirs and legal representatives to the other party with respect to all covenants of this Agreement.

XX. INSURANCE:

The Company will endeavor to procure public liability, property damage and worker's compensation insurance. However, if that is not practical, then each Joint Venture Member shall carry adequate public liability, property damage, and worker's compensation insurance, as well as any other insurance that may be required or advisable from time to time, so as to adequately protect the parties hereto and hold them harmless from any accident or claim which may arise in the course of

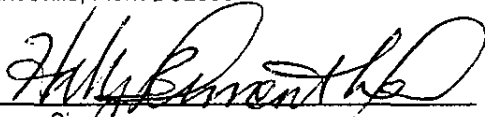
the performance of the Contract and their respective Subcontracts, the cost of which insurance attributable to each party hereto shall be paid by each party thereto.

XXI. GOVERNING LAW

All questions relative to the execution, validity, interpretation, and performance of this agreement shall be governed by the laws of the State of Florida.

XVIII. SIGNATURES

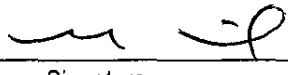
Applied Hydrogeologic Solutions LLC
7733 W. Newberry Rd., Suite B2
Gainesville, Florida 32606

by 
Signature

Holly Blumenthal
Printed Name

Member-Manager
Title

Gator Engineering & Aquifer Restoration Inc.
185 Middle Street, Suite 1351
Lake Mary, Florida 32746-3635

by 
Signature

NATHAN N. WILSON
Printed Name

PRESIDENT
Title