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June 9, 2000

Registration Section  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

400003285774--6  
-06/12/00--01126--026  
\*\*\*\*160.00 \*\*\*\*160.00

**Re: Aquasolutions of Florida, LLC**

Dear Sir or Madam:

Enclosed please find a check in the amount of \$160.00 to cover the cost of filing the above-referenced Articles of Organization on Aquasolutions of Florida, LLC. This includes the cost for a certified copy and certificate of status. Should you require anything further, please do not hesitate to contact our office.

Sincerely,



Daniel W. Hartman

DWH:nh

Enclosures

FILED  
JUN 12 2000  
TALLAHASSEE, FLORIDA

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## ARTICLES OF ORGANIZATION


OF

### AquaSolutions of Florida, LLC

The undersigned, acting as the incorporators of a Company under the Florida Limited Liability Company Act, adopts the following Articles of Organization for such Company.

- ARTICLE I.**      **Name:** The name of the Company is AquaSolutions of Florida, LLC.
- ARTICLE II.**      **Address:** The address of the principal office is 3145 Shamrock South, Tallahassee, Florida 32308.
- ARTICLE III.**      **Registered Agent, Registered Office, & Registered Agent's Signature:**  
The name and Florida street address of the registered agent are:
- Samual J. Ard  
820 East Park Avenue, Suite 200  
Tallahassee, FL 32301

*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..*

  
\_\_\_\_\_  
Registered Agent's Signature

**ARTICLE IV.**      **Purpose of Company Existence:**

**Section 1.** The Company is organized to engage in the general area of environmental restoration of environmentally sensitive lands, including but not limited to waterways, canals, and other water bodies, and to do everything necessary, proper, advisable, or convenient for the accomplishment of said purposes, and to do all other things incidental to them or connected with them that are not forbidden by the Florida Limited Liability laws or by any other law, or by these articles of organization, and to carry out the said purposes in any state, territory, district, or possession of the United States, or in any foreign country, to the extent that these purposes are not forbidden by the law of the state, territory, district, or possession of the United States, or by the foreign country.

**Section 2.** The Limited Liability Company is organized to exercise and enjoy all other powers, rights, and privileges granted by the laws of this State to companies organized thereunder, and all the powers conferred by all acts heretofore or hereafter amendatory of or supplemental to the statute, and the enumeration of certain powers as herein specified is not intended as exclusive of or as a waiver of any of the powers, rights, or privileges granted or conferred by that statute now or hereafter in force; provided, however that nothing herein contained shall be deemed to authorize or permit this company to carry on any business, to exercise any power, or to do any act which a company formed under that statute may not at the time lawfully carry on or do.

**ARTICLE V.** **Initial Organizer:** The name and address of the initial organizer is:

R. Dale Patchett  
3148 Shamrock South  
Tallahassee, FL 32308

**ARTICLE VI.** **Management:** The Limited Liability Company is to be managed by one or more Managers and is, therefore, a Manager-managed company.

**ARTICLE VII.** The names and addresses of the persons who shall serve as Managers until their successors shall have been elected and qualified, are as follows:

Samuel Campbell  
1321 Wakarusa Drive, Ste. 2101  
Lawrence, KA 66049

Dale Patchett  
3148 Shamrock South  
Tallahassee, FL 32308

**ARTICLE VIII.** An affirmative vote of a majority of all the Managers of the Limited Liability Company shall be required for any management action.

**ARTICLE IX.** **Members:** The Members of the Limited Liability Company, and their respective interest in the same, shall be:

**AquaSolutions, Inc. (90%)**  
To be represented by:

**Samuel Campbell**  
1321 Wakarusa Drive, Ste. 2101  
Lawrence, KA 66049; and/or

**David Penny**  
1321 Wakarusa Drive, Ste. 2101

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00 JUN 12 AM 11:12  
TALLAHASSEE, FLORIDA

Lawrence, KA 66049

**R. Dale Patchett (3 1/3 %)**

3148 Shamrock South  
Tallahassee, FL 32308

**Diana H. Padgett (3 1/3 %)**

420 East Caroline Street  
Tallahassee, FL 32301

**Samual J. Ard (3 1/3 %)**

820 East Park Avenue, Suite 200  
Tallahassee, FL 32301

**ARTICLE X.**

**Amendments to Articles:** The Members shall have the power to adopt, amend, alter, change or repeal the articles of organization when proposed and approved at a Members meeting, with not less than a majority vote of the respective Member's interest in the Limited Liability Company.

**ARTICLE XI.**

**Managers:** The Managers of the company shall be elected by the Members. The Managers may also choose additional officers or assistant officers, including a Secretary and a Treasurer.

**Section 1. Election and Term.** At its first meeting and following each Annual Meeting of the Members, the Members shall elect the Managers. Each Manager shall hold his or her office until his or her successor shall be duly elected and qualified, or until his or her resignation, removal, or death.

**Section 2. Removal.** Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of Directors.

**ARTICLE XII.**

**Management Provisions:** The provisions for the operation, regulations, and management of the business and internal affairs of the company shall be as set forth by management resolution or operating agreement, which may be amended from time to time with not less than a majority vote of the respective Member's interest in the Limited Liability Company.

**ARTICLE XIII.**

**Special Meetings:** Special meetings of the management or Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be so called at the request, in a writing stating the purpose(s) of the requested Special Meeting, of a majority of the management or Members who together hold at least 51% of the entire interest of the company and are entitled to vote. Business transacted at any special meeting of shareholders shall be limited to the purposes specifically

described in the Notice of Meeting.

**ARTICLE XIV. Place of Meetings:** All meetings of the Managers or Members shall be held at such place, within or without the State of Florida, as may be designated from time to time by the Managers. If no designation is made, the place of the meeting shall be the principal offices of the company.

**ARTICLE XV. Notice of Meetings:** A written Notice of Meeting or, when applicable, Notice of Special Meeting, stating the purpose(s) for which the meeting is called and stating the place, date, and hour of the meeting, shall be delivered to each Manager or Member entitled to vote at such meeting not less than fourteen nor more than sixty days before the date of the meeting. If "delivery" is to be accomplished by mail, the Notice shall be deemed to be "delivered" when deposited in the United States mail, postage prepaid, addressed to the shareholder at the last address recorded for such shareholder in the stock ledger/book(s) of the company. A written Waiver of Notice, signed by the person(s) entitled to such notice, shall be deemed equivalent to the required notice.

**ARTICLE XVI. Quorum:** The holders of a majority of interest in the company and entitled to vote, present in person or by proxy, shall constitute a quorum at any meeting of the Managers or Members. If, however, such quorum shall not be present or represented at any meeting of the Managers or Members, the Managers or Members entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting without notice to a future date at which a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty days, a notice of the adjourned meeting shall be given to each Manager or Member of record entitled to vote at the meeting.

**ARTICLE XVII. Proxies:** A written proxy, executed by a Manager or Member or his or her duly authorized attorney-in-fact and filed with the Secretary of the Company before or at the time of any meeting of Managers or Members, may be used to vote any or all of the voting interest of such Manager or Member. Unless specifically provided otherwise in the written proxy, no proxy shall be voted on after the first anniversary of its execution. Every proxy shall be revocable by the Manager or Member executing it, except where an irrevocable proxy is permitted by statute and the proxy specifically states that it shall be irrevocable.

**ARTICLE XVIII. Actions without Meetings:** Unless otherwise provided by law or in the organization documents or operating agreement, any action required to be taken at any meeting of the Managers or Members, or any other action

which may be taken at any meeting of the Managers or Members, may be taken without a meeting, without notice and without a vote, if a written consent, setting forth the action so taken shall be signed by the holders of outstanding interest in the company having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all interests entitled to vote thereon were present and voted. Any such consent shall be filed with the minutes of the Company.

**ARTICLE XIX. Operating Agreements:** Operating agreements, executed by all Members of this company, are permitted to modify any provision of these Articles.

**ARTICLE XX. Preemptive Rights:** The holders of the interest in this Company shall have preemptive rights to purchase, at prices, terms and conditions that shall be fixed by the Managers, such of the share of the interest of this Limited Liability Company as may be issued for money, or any property or services, from time to time, in addition to that interest authorized and issued by the company. The preemptive right of any holder is determined by the ratio of the authorized and issued interest held by the holder to all shares of interest currently authorized and issued.

**ARTICLE XXI. Vacancies:** Any vacancies and newly created Memberships resulting from any increase in the authorized number of Members may be filled by the affirmative vote of a majority of the Members, though less than a quorum of Members, or by a sole remaining Member, and the Members so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, or until his or her resignation, removal, or death.

**ARTICLE XXII. Removal:** At any Annual Meeting of Managers or Members or at a Special Meeting of Managers or Members called expressly for such purpose, any Manager or Member may be removed, with or without cause, by a majority vote of the issued and outstanding interests of the company eligible to vote.

**ARTICLE XXIII. Telephonic Meetings and Action Without a Meeting:** Managers and Members may participate in any meeting as if present in person by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Any action required to be taken at any such meeting or which may be taken at any meeting, may be taken without a meeting, if all Managers or Members consent thereto in writing, and such writing(s) is/are filed with the Minutes of the proceedings. Such consent shall have the same effect as a unanimous vote.

**ARTICLE XXIV. Presumption of Assent:** At any meeting of the Managers or Members at which action is taken on a company matter, each Manager or Member in

attendance shall be presumed to assent to the action unless such Manager's or Member's dissent is entered in the Minutes of the meeting or unless any such dissent is filed with the Secretary.

**ARTICLE XXV. Private Property of Members:** The private property of the Members shall not be subject to the payment of company debts.

**ARTICLE XXVI. Period of Duration:** The period of duration of the company is perpetual.

**ARTICLE XXVII. Fiscal Year:** The fiscal year of the Company shall be from January 1st to December 31st of each year.

**ARTICLE XXVIII. Transfer of Interest:** The Company shall register a Certificate of Company Interest presented to it for transfer provided that it is properly endorsed by the holder of record or by his or her duly authorized representative, who shall furnish proper evidence of authority to transfer.

**ARTICLE XXIX. Indemnification:** The Company shall indemnify to the full extent authorized or permitted by the general law of the State of Florida any person made, or threatened to be made, a party to any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative, including an action by or in the right of the Company) by reason of the fact that he or she is or was a Manager or Member of the Company or serves or served any other enterprise as such at the request of the company. This right of indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled apart from this Article. The foregoing right of indemnification shall continue as to a person who has ceased to be a Member or Manager and shall inure to the benefit of his or her heirs, executors, representatives, and administrators.

IN WITNESS WHEREOF; THE UNDERSIGNED has executed these Articles of

Organization at Tallahassee, Florida, on this 6<sup>th</sup> day of June, 2000.

  
R. DALE PATCHETT