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MEMORANDUM

DATE: November 29, 2000

TO: Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32301

FROM: Robert W. McClure, Esq.

MATTER: Majestic Fountains, L.L.C.

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*****35.00 *****25.00

Enclosed please find an original and one copy of Restated and Amended Articles of Organization for the above captioned company for filing. Also enclosed is our check for \$35.00 for the filing fee.

FILED
00 DEC -1 AM 12:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enclosures

RWM/bh

mtu
12/7

**RESTATED AND AMENDED
ARTICLES OF ORGANIZATION
OF
MAJESTIC FOUNTAINS, L.L.C.**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for their formation, rights, privileges, and immunities of limited liability companies for profit. We further declare the following Articles shall serve as the restated and amended Charter and authority for the conduct of business of the limited liability company.

1. NAME AND PRINCIPAL PLACE OF BUSINESS

1.1 The name of the limited liability company shall be MAJESTIC FOUNTAINS, L.L.C.

1.2 The principal place and mailing address of the business shall be located at 18605 Tampa Road, Ft. Myers, Florida 33912 but the limited liability company shall have the power and authority to establish branch offices at any other place or places as the members may designate.

2. PURPOSE AND POWERS

2.1 In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact shall be as follows:

(a) To engage in any activity or business authorized under the Florida Statutes;

(b) In general, to carry on any and all incidental business, to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.

(c) To purchase or otherwise acquire, undertake, carry on, improve, or develop all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles, and to hold, utilize, and in any manner dispose of the rights and property so acquired.

(d) To enter into and make all necessary contracts of its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of sch contracts.

(e) To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise of any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity of under this arrangement develop improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

(f) To do everything necessary, proper, advisable, or convenient for the accomplishment of any purpose, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

2.2 The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, excepted as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clauses. They shall be regarded as independent purposes and powers.

2.3 Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit, the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not under Florida laws lawfully carry on exercise or do.

3. EXERCISE OF POWERS

3.1 All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

4. MANAGEMENT

4.1 Management of this limited liability company is reserved to its members whose names and addresses are as follows: RUSS DEVELOPMENT CORPORATION, a Florida corporation, 14742 Osprey Point Drive, Ft. Myers, Florida 33908, and SAPP ENTERPRISES, INC., a Florida corporation, 18605 Tampa Road, Ft. Myers, Florida 33912.

5. MEMBERSHIP RESTRICTIONS

5.1 Members shall have the right to admit new members by unanimous consent subject to the requirements of the limited liability company's regulations or operating agreement. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

5.2 A member's interest in the limited liability company may be sold or otherwise transferred subject to the requirements of the limited liability company's regulations or operating agreement.

5.3 On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminated the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

6. CAPITAL CONTRIBUTIONS

6.1 Capital contributions in the amount of \$ 100.00 cash shall be transferred to the limited liability company by its initial members in equal shares. Additional contributions may be made as required for investment purposes, as determined by unanimous consent of the members. Members will make contributions in equal shares.

7. PROFITS AND LOSSES

7.1 Profit Sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to an equal distributive share of the profits. The distributive shares of the profits shall be determined and paid to the members as set forth in the regulations or operating agreement of the company.

7.2 Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital if the limited liability company and the profits of the business or, if these sources are insufficient to cover such losses, as set forth in the regulations or operating agreement of the company.

8. DURATION

8.1 This limited liability company shall exist until January 1, 2050 or until dissolved in a manner provided by law or as provided in the regulations or operating agreement of the company.

9. REGISTERED OFFICE AND REGISTERED AGENT

9.1 The address of the initial registered office of the limited liability company is 18605 Tampa Road, Ft. Myers, Florida 33912, and the name of the company's initial registered agent at that address is Paul Sapp, 18605 Tampa Road, Ft. Myers, Florida 33912.

9.2 The undersigned, being the original members of the limited liability company, certify that this instrument constitutes the proposed Restated and Amended Articles of Organization of Majestic Fountains, L.L.C.

Executed by the undersigned at Naples, Florida on November 29th, 2000.

Witnesses:

Robert L. McE

Brenda J. Hartman

RUSS DEVELOPMENT CORPORATION
a Florida corporation

By: David Russ

David Russ, President

David Russ
David Russ

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

00 DEC - 1 AM 12:40

FILED

Witnesses:

Robert L. McE

Brenda J. Hartman

SAPP ENTERPRISES, INC.,
a Florida corporation

By: Paul L. Sapp

Paul L. Sapp, President

Paul L. Sapp
Paul L. Sapp

MAJESTIC FOUNTAINS, L.L.C.

ACCEPTANCE BY REGISTERED AGENT

I, PAUL SAPP, whose address is 18605 Tampa Road, Ft. Myers, Florida 33912 state that I am familiar with and accept the duties and responsibilities as registered agent for the MAJESTIC FOUNTAINS, L.L.C.

I have made this acceptance on November 29, 2000.

Witnesses:

Richard White Paul Sapp
Brenda J Hartman Paul Sapp

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA