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Amonise Germain 5537 SW 6th Street Margate, FL 33068.

February 1, 2014

Secretary of State Division of Corporation P.O. Box 6327 Tallahassee, FL 32314

RE: Fountain Ariel Enterprises, LLC Articles of Organization

Dear Sir or Madam:

Enclosed are two (2) fully executed original copies of the Articles of Organization for Fountain Ariel Enterprises, LLC.

Also enclosed is a check in the amount of \$155.00 to cover the cost of filling this document with your office and the issuance of a certified copy of the Articles of Organization.

Please return a certified copy of the Articles of Organization to my address listed above at your earliest convenience.

Thank you for your assistance in this matter.

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Sincerely

Amonise Germain

ARTICLES OF ORGANIZATION

OF

FOUTAIN ARIEL ENTERPRISES, LLC

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

ARTICLE 1 - NAME

The name of the limited liability company shall be **FOUTAIN ARIEL ENTERPRISES**, **LLC** ("Company").

ARTICLE 2 – ADDRESS

The principal place of business of the Company in Florida shall be 5537 SW 6th Street, Margate, FL 33068 and the mailing address shall be the same.

ARTICLE 3 – EFFECTIVE DATE

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

ARTICLE 4 – DURATION

The period of duration of the Company shall be from the date of filling of these Articles of Organization until the first to occur of the following:

Unless earlier terminated under the Act of the Operating Agreement, the period of duration of the Company shall be perpetual.

ARTICLE 5 – PURPOSE AND POWERS

The general purpose of which the company is organized is to engage in the business of business of real estate investment and any lawful business and to transact 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 6 – REGISTERED OFFICE AND REGISTERED AGENT

The initial registered agent in Florida for the Company is Amonise Germain, and the initial registered office is located at 5537 SW 6th Street, Margate, FL 33068.

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 7 – CAPITAL CONTRIBUTIONS

Contributions to the capital of the Company shall be made by the members, in the manner prescribed by the written Operating Agreement made and entered into by the members and which may be amended from time to time in accordance with its terms.

ARTICLE 8 – ADMISSION OF NEW MEMBERS

No additional member(s) shall admitted to the Company except with the unanimous written consent of all the member(s) of the Company and upon such terms and conditions as shall be determined by all the member(s). A member may transfer his or her interest in the Company as set forth in the regulations of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all the other member(s) of the Company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent.

ARTICLE 9 – TERMINATION OF EXISTENCE

The Company shall be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or manager, or upon the occurrence of any other event that terminates the continued membership of a member in the remaining members, provided there are at least one remaining member.

ARTICLE 10 – MANAGEMENT

The Company shall be managed by a manager of manager(s) in the accordance with regulations adopted by the member(s) for the management of the business and affairs of the Company. These regulations may contain any provisions for the regulation and management of the affairs of this Company not inconsistent with law or these Articles of Organization. The names of all such manager(s) who is/are to serve as manager(s) is/are:

Operation Manager: Amonise Germain Amonise Germain

whose mailing addresses shall be the same as the principal office of the Company.

ARTICLE 11 – INDEMNIFICATION

The Company shall indemnity managers and/or members of the Company who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the managers and/or members was a party because the managers and/or members is or was a manager and/or member of the Company against reasonable attorney fees and expenses incurred by the managers and/or members in connection with the processing. The Company may indemnify an individual made a party to a proceeding because the individual is or was a member, manager, employee or agent of the Company against liability if authorized in the specific case after determination, in the manner required by the member(s), that indemnification of the member, manager, employee or agent, as the case may be, is permissible in the circumstances because the member, manager, employee or agent has met the standard of conduct set forth by the member(s). The indemnification and advancement of attorney fees and expenses for managers, employees

and agents of the Company shall apply when such persons are serving at the Company's request while a member, manager, employee or agent of the Company, as the case may be, as a member, manager, partner, trustee, employee or agent of another foreign or domestic Company, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, as well as in their official capacity with the Company. The Company also may pay for or reimburse the reasonable attorney fees and expenses incurred by a member, manager, employee or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding. The Company also may purchase and maintain insurance on behalf of an individual arising from the individual's status as a member, manager, employee or agent of the Company, whether or not the Company would have power to indemnity the individual against the same liability under the law. All references in these Articles of corporation are deemed to include any amendment or successor thereto. Nothing contained in these Articles of Organization shall limit or preclude the exercise of any right relating to indemnification or advance of attorney fees and expenses to any person who is or was a member, manager, employee or agent of the Company or the ability of the Company otherwise to indemnity or advance expenses to any such person by contract or in any other manner. If any word, clause or sentence of the foregoing provisions regarding indemnification or advancement of the attorney fees or expenses shall be held invalid as contrary to law or public policy, it shall be severable and the provisions remaining shall not be otherwise affected. All references in these Articles of Organization to "member", "manager", "employee" and "agent" shall include the heirs, estates, executors, administrators and personal representatives of such persons.

Executed at Margate, Florida, on February 1, 2014.

FOUNTAIN ARIEL ENTERPRISES, LLC

A Florida limited liability company

Bv:

Amonise Germain, Managing Member

STATE OF FLORIDA

COUNTY OF BROWARD

Notary Public State of Florida

(Seal)

