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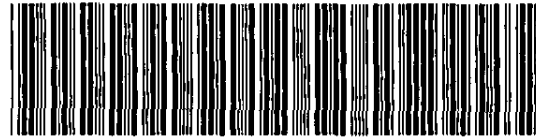
(Business Entity Name)

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DIVISION OF CORPORATIONS

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

JAN 16 2015  
J. HARRIS



January 15, 2015

Department of State, Florida  
Clifton Building  
2611 Executive Center Circle  
Tallahassee FL 32301

Re:      Order #: 9409675 SO  
         Customer Reference 1: 15-01-0210  
         Customer Reference 2:

Dear Department of State, Florida :

Please obtain the following:

JOURNEYPURE FORT WALTON LLC (FL)  
Formation  
Florida

JOURNEYPURE FORT WALTON LLC (FL)  
Cert Copy of Articles of Org  
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092 .

Thank you very much for your help.

Sincerely,

Connie R Bryan  
Senior Fulfillment Specialist

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION  
of  
JOURNEYPURE FORT WALTON LLC

The undersigned person, having capacity to contract and act as the organizer of a limited liability company (the "Organizer"), adopts the following Articles of Organization for such company pursuant to the Florida Revised Limited Liability Company Act (the "Act");

1. Name. The name of the limited liability company is JourneyPure Fort Walton LLC (the "Company").
2. Principal Executive Office. The principal executive office of the Company is 220 So. Hwy. 79 (Arnold Road), Panama City Beach, Florida 32413.
3. Registered Office and Agent. The Company's initial registered office is 1200 South Pine Island Road, Plantation, Florida 33325, and its initial registered agent at that office is NRAI Services, Inc.
4. Organizer. The Organizer of the Company is Kevin D. Lee, whose address is 5500 Maryland Way, Suite 200, Brentwood, Tennessee 37027, County of Williamson.
5. Management. The Company will be member-managed, and its sole initial member is JourneyPure Panhandle LLC (the "Member").
6. Existence and Duration. The Company shall commence its existence on the date these Articles of Organization are filed, and its duration shall be perpetual unless sooner dissolved by law.
7. Indemnification.
  - a) Limitation of Liability. A Manager, tax matters member, or executive officer (a "Responsible Party") of the Company shall not be liable to the Company for monetary damages for breach of fiduciary duty as a Responsible Party, except to the extent such exemption from liability or limitation thereof is not permitted under the Act. Any amendment, modification, or repeal of either the foregoing sentence or applicable provisions of the Act shall not adversely affect any right arising prior to the time of such amendment, modification, or repeal.
  - b) Right of Indemnification. The Company shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative, or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Responsible Party of the Company or, while a Responsible Party of the Company, is or was serving at the request of the Company as a Manager, member, officer, director, employee, or agent of another limited liability company, a partnership, joint venture, trust, enterprise, corporation or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably and actually incurred by such Covered Person.

Notwithstanding the preceding sentence, except as otherwise provided in subclause (d) of this Section 7, the Company shall not be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person unless the commencement of such Proceeding (or part thereof) by the Covered Person was authorized in the specific case by a manager who is not the Covered Person.

- c) Prepayment of Expenses. The Company shall, to the fullest extent not prohibited by applicable law, pay the expenses (including reasonable attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Section 7 or otherwise.
- d) Claims. If a claim for indemnification (following the final disposition of the Proceeding with respect to which indemnification is sought, including any settlement of such Proceeding) or advancement of expenses under this Section 7 is not paid in full within thirty (30) days after a written claim therefor by the Covered Person has been received by the Company, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by applicable law. In any such action the Company shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under this Section 7 and applicable law.
- e) Non-Exclusivity of Rights. The rights conferred on any Covered Person by this Section 7 shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, any other provision of these Articles of Organization, any agreement, or otherwise.
- f) Insurance. The Company may purchase and maintain insurance on behalf of any person who is a Covered Person, or is or was serving at the request of the Company as a manager, member, officer, employee, director, or agent of another limited liability company, or of a partnership, joint venture, trust, enterprise, corporation or nonprofit entity, including service with respect to employee benefit plans, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this Section 7, the Act, or otherwise.
- g) Amendment or Repeal. Any right to indemnification or to advancement of expenses of any Covered Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of this Section 7 after the occurrence of the act or omission that is the subject of the civil, criminal, administrative, or investigative action, suit, or proceeding for which indemnification or advancement of expenses is sought.

- h) Other Indemnification and Advancement of Expenses. This Section 7 shall not limit the right of the Company, to the extent and in the manner permitted by law, to indemnify and to advance expenses to Company members, non-executive officers, employees, agents or other persons who are not Covered Persons when and as authorized by appropriate limited liability company action.

Dated: January 14, 2015.

  
Kevin D. Lee, Organizer

In accordance with Section 605.0205(3), Florida Statutes, the execution of this document constitutes an affirmation under penalty of perjury that the facts stated herein are accurate.

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TALLAHASSEE, FLORIDA

### REGISTERED AGENT ACCEPTANCE

Having been named as registered agent and to accept service of process for the above-stated limited liability company at the place designated in the Articles of Organization, 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 in Chapter 605, Florida Statutes.

Registered Agent:

**NRAI Services, Inc.**

By: Gwendolyn Andrews

Print Name: Gwendolyn Andrews, Special Assistant Secretary

Date: 1/15/15

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TALLAHASSEE, FLORIDA