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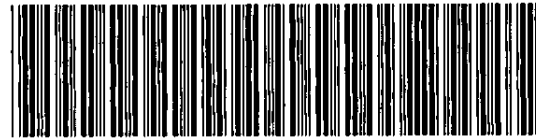
(Business Entity Name)

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15 MAR 13 PM 4:27
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MAR 16 2015
J. HARRIS

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CT Corporation System

515 E. Park Ave., Tallahassee, FL, 32301

850-205-8842

JOURNEYPURE JENSEN BEACH LLC

Thank you!

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	
Formation	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input checked="" type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
New Formation		
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

Name _____
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3/13/2015

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Order#:
9477617

Ref#: _____

Amount: \$ _____

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: JourneyPure Jensen Beach LLC
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Kevin D. Lee
Name of Person

JourneyPure, Inc.
Firm/Company

5500 Maryland Way, Suite 200
Address

Brentwood, TN 37027
City/State and Zip Code

klec@journeypure.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Audrey Giglio at (615) 726-5781
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☒ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$160.00 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

ARTICLES OF ORGANIZATION
of
JOURNEYPURE JENSEN BEACH 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 Jensen Beach LLC (the "Company").
2. Principal Executive Office. The principal executive office of the Company is 618 NE Jensen Beach Boulevard, Jensen Beach, Florida 34957, County of Martin.
3. Registered Office and Agent. The Company's initial registered office is 1200 South Pine Island Road, Plantation, Florida 33324, 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 Manager-managed (the "Managers"). The initial Managers of the Company are Kevin D. Lee, Samuel A. MacMaster, and George K. Winn.
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, 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 Part 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: March 10, 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.

FILED

2015 MAR 13 PM 10:50

SECRETARY OF STATE
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

Date: 3/13/15

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TALLAHASSEE, FLORIDA