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May 27, 2015

VIA U.S. MAIL

Florida Department of State
Division of Corporations – Registration Section
P.O. Box 6327
Tallahassee, FL 32314

RE: Articles of Organization – Ruff Life of the South, LLC

Dear Sir or Madam:

Enclosed please find the Articles of Organization for filing and corresponding filing fees in the amount of \$130 (to include certificate of status). Please return all correspondence concerning this matter to:

Nicole C. Nate, Esq.
Bryant Miller Olive PA
201 N. Franklin Street, Suite 2700
Tampa, FL 33602
NNate@bmolaw.com

If you need additional information, please do not hesitate to contact me at 813-273-6677.

Best regards,



Nicole C. Nate, Esq.

Enclosures:

Articles of Organization
Check No. 1723 for Filing Fee + Certificate of Status

ARTICLES OF ORGANIZATION
OF
RUFF LIFE OF THE SOUTH, LLC

The undersigned, pursuant to the provisions of Chapter 605 of the Florida Statutes (the "Florida Revised Limited Liability Company Act" or the "Act"), for the purpose of forming a limited liability company under the laws of the State of Florida sets forth the following:

1. NAME

The name of the limited liability company is RUFF LIFE OF THE SOUTH, LLC (the Company).

2. PERIOD OF DURATION

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

- (i) Dissolution of the Company pursuant to the provisions of the Florida Revised Limited Liability Company Act; or
- (iii) As provided for in a written Operating Agreement executed by all of the members of the Company (collectively, the "Members" and each, separately, a "Member").

3. PURPOSE

The purpose for which the Company is organized is to engage in any and all businesses and activities permitted by the laws of the State of Florida. The Company shall have all of the powers vested in a limited liability company organized and existing by virtue of such laws.

4. ADDRESS OF PLACE OF BUSINESS

The mailing address and principal place of business for the Company is 235 15th Avenue NE, St. Petersburg, Florida 33704. Such address may be changed from time to time as provided in the Operating Agreement.

5. REGISTERED AGENT

The initial registered agent in Florida for the Company is Nicole C. Nate, Esq., and the initial registered office is 201 N. Franklin Street, Suite 2700, Tampa, FL 33602.

6. MEMBERS

The Company shall have at least one (1) Member, and may admit new or additional Members upon the prior unanimous written agreement of the then existing Members, or as otherwise provided in the Operating Agreement.

7. CONTINUITY OF BUSINESS

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, the business of the Company shall be continued and the Company shall not be dissolved without the prior written consent of all the remaining Members (if any) of the Company.

8. MANAGEMENT

The management of the Company shall be vested in one or more managers (collectively, the "Managers" and each, separately, a "Manager"). Any Manager shall have the powers, duties and authority expressly set forth in the Operating Agreement. The initial Manager shall be Jonathan Day. The initial Manager shall serve as the sole Manager of the Company until the earlier to occur of: (i) his resignation; (ii) his death or incapacity; or (iii) his removal by the vote of

the Members as provided in the Operating Agreement.

9. **TRANSFER OF MEMBERSHIP INTERESTS**

The transfer of the membership interests in the Company held by its Members shall be subject to certain restrictions contained in the Operating Agreement. Said restrictions may include, without limitation, rights of the Company and (or) its remaining Members to purchase the membership interests of any Member who transfers (or attempts to transfer) his, her or its membership interests in the Company either voluntarily or involuntarily, by operation of law or otherwise. (For purposes hereof, the term "membership interest" means the equity ownership interest in the Company held by a person who qualifies as a Member.)

10. **INDEMNIFICATION**

To the full extent permitted by the Florida Revised Limited Liability Company Act, except and unless as expressly limited by the Operating Agreement, the Company shall indemnify any Member, Manager (or former Member or former Manager) from any and all liabilities, losses, costs, claims or damages incurred by such Member or Manager (or former Member or former Manager) arising out of (i) such person's ownership of a membership interest in the Company; or (ii) any act of such person that was made in his, her or its capacity as a Member.

Executed this 27th day of May, 2015.

AUTHORIZED REPRESENTATIVE:




Nicole C. Nate, Esq.

ACCEPTANCE BY INITIAL REGISTERED AGENT

Having been appointed the registered agent of RUFF LIFE OF THE SOUTH, LLC, the undersigned accepts such an appointment, agrees to act in such capacity and accepts the obligations proposed by Florida Statutes Section 605.0113 and is herewith simultaneously designated as registered agent by RUFF LIFE OF THE SOUTH, LLC.

Executed this 27th day of May, 2015.

REGISTERED AGENT:



Nicole C. Nate, Esq.