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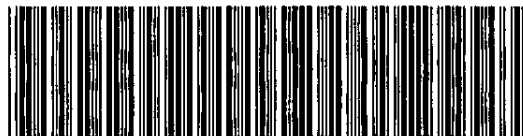
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

K. SALLY
EXAMINER
JAN 25



January 19, 2016

VIA FEDEX OVERNIGHT

Secretary of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

2016 JAN 20 PM 4:54
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

Re: Corrected Amended and Restated Articles of Organization for
Orchid Spa and Wellness, LLC

Dear Karen A. Saly:

Enclosed please find: (1) Department of State Letter No. 515A00026996 concerning Orchid Spa and Wellness, LLC; (2) original signed revised Amended and Restated Articles of Organization; and (3) a copy of the notice of withdrawal and resignation of Jarvis Hall (to confirm his withdrawal and resignation). The revised Amended and Restated Articles of Organization includes, as you requested during our telephone call of January 15, 2016, an unsigned designation of the registered office and registered agent

Please file the Amended and Restated Articles of Organization and send notification of filing to me at 220 N. Rosalind Ave., Orlando, FL 32801.

If you have any questions or need further information, please do not hesitate to contact me at the telephone number below. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Alexander'.

Edward R. Alexander, Jr.

Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 28, 2015

ENTREPRENEURSHIP LAW FIRM
LEA SOSSI
220 N ROSALIND AVE, 1ST FL
ORLANDO, FL 32801

SUBJECT: ORCHID SPA & WELLNESS LLC
Ref. Number: L15000131273

We have received your document for ORCHID SPA & WELLNESS LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The designation of the registered office and the registered agent, both at the same Florida street address, must be contained within the document pursuant to Florida Statutes. The registered agent must sign accepting the designation as required by Florida Statutes.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Karen A Saly
Regulatory Specialist II

Letter Number: 515A00026996

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
ORCHID SPA & WELLNESS, LLC
*a Florida Limited Liability Company***

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TALLAHASSEE, FLORIDA

Orchid Spa & Wellness, LLC, a Florida limited liability company, hereby adopts and files these Amended and Restated Articles of Organization, in accordance with Section 605.0202, Florida Statutes, as an amendment to, and restatement of, its Articles of Organization originally filed July 31, 2015.

- 1.) The name of the limited liability company is Orchid Spa & Wellness, LLC.
- 2.) The Articles of Organization of the Company were originally filed July 31, 2015.
- 3.) The Amended and Restated Articles of Organization of the Company are as follows:

Article I. Name.

The name of this limited liability company (the "Company") is:

ORCHID SPA AND WELLNESS, LLC

Article II. Principal & Mailing Address.

The mailing and principal address of the Company is 2650 Dade Ave., #1105, Orlando, FL 32804.

Article III. Purpose and Powers.

The purpose of the Company's operations shall be any lawful purpose for which a limited liability company may be organized under the laws of the State of Florida, in accordance with §605.0108 of the Florida Revised Limited Liability Company Act (the "Act"). The Company shall have all the power to do all things necessary or convenient to carry out its activities and affairs in accordance with §605.0109, of the Act. From time to time the Members may provide for a specific business purpose or purposes of the Company and may limit the powers of the Company in the Operating Agreement (as defined in Article V).

Article IV. Management

Section 4.01 Management of the Company's business and affairs shall be vested in a board of managers. Managers may, but need not be, members of the Company.

Section 4.02 The number of managers may be either increased or decreased from time to time by the Members in accordance with the Operating Agreement, but there shall always be at least one manager.

Section 4.03 The managers of the company shall be two (2). The managers are Carolyn Hall and Lisa Moffett.

Section 4.04 Managers, as such, shall receive such compensation for their services, if any, as may be set by the board of managers at any annual or special meeting thereof. The board of managers may authorize and require the payment of reasonable expenses incurred by managers in attending meetings of the board of managers.

Section 4.05 Nothing in this Article shall be construed to preclude the managers from serving the Company in any other capacity and receiving compensation therefore.

Section 4.06 Except as may be set forth in the Operating Agreement, any manager may be removed from office by the vote of those members holding a majority of the membership interests entitled to vote thereon at any annual or special meeting of the members of this Company, for any cause deemed sufficient by such members or for no cause whatsoever.

Section 4.07 Except as set forth in the Operating Agreement, in case one or more vacancies shall occur in the board of managers by reason of death, resignation or otherwise, the vacancies shall be filled by the members of this Company at their next annual meeting or at a special meeting called for the purpose of filling such vacancies; provided, however, any vacancy may be filled by the remaining managers until the members have acted to fill the vacancy.

Article V. Operating Agreement.

The members may, from time to time, adopt, amend, alter and repeal a operating agreement for the Company (the "Operating Agreement") by that percentage vote of the members, by membership interest, set forth in the Operating Agreement or, in the absence thereof, by eighty percent (80%), provided, however: (A) the Operating Agreement and all replacements, amendments and alterations thereto shall, in all cases, be in writing; and (B) no amendment requiring an additional capital contribution from any member shall be valid without the written approval such member.

Article VI. Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property.

Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company only if they are executed by the managers; provided, however, the managers may, in accordance with these Amended and Restated Articles of Organization and the Operating Agreement, elect one manager to execute such documents.

Article VII. Meetings of the Members.

Annual and special meetings of the members shall be held at such time as may be stated or fixed in accordance with the Operating Agreement, but in no event less than every thirteen months. Failure to hold the annual meeting shall not work as a forfeiture or dissolution of the Company.

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FLORIDA

Article VIII. Voting.

Except as set forth in the Operating Agreement, which may grant to all or a special group of members the right to consent, vote or agree on a per capita or other basis upon any matter, the members shall vote in accordance with their membership interest in the Company. Except as set forth in the Operating Agreement (which may establish membership interest units as the basis of voting or allocation of profits and losses or both), the membership interest of a member at any time means the capital account of such member divided by the capital accounts of all members, excluding the capital accounts of the transferees and assignees of any member who have not been admitted as a member in accordance with Article XI. Unless the Operating Agreement provides otherwise, a member may vote by proxy or in person.

Unless otherwise provided in these Amended and Restated Articles of Organization or the Operating Agreement, a majority of the members, by membership interest, entitled to vote shall constitute a quorum at the meeting of members. If a quorum is present, the affirmative vote of a majority of the members, by membership interest, represented at such meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater proportion or number or voting by classes is required by these Amended and Restated Articles of Organization or the Operating Agreement. If a quorum is not represented at any meeting of the members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

Article IX. Action by Members without a Meeting.

Unless the Operating Agreement provides otherwise, any action required by law, the Operating Agreement, or the Amended and Restated Articles of Organization of the Company to be taken at any annual or special meeting of members of the Company, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members holding not less than the minimum amount of membership interests in the Company that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. If any class of members is entitled to vote thereon as a class, such written consent shall be required of the members, by membership interest, of each class of members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

Article X. Liability of Members and Indemnification.

Section 10.01 A member is liable to the Company only for the difference between the amount of the member's contributions to capital which have been actually made and the amount, if any, which is stated in these Amended and Restated Articles of Organization, the Operating Agreement or any other contract to which such member is a party and pursuant to which such a member is obligated to make the contribution, whether currently due or arising in the future.

Section 10.02 The members shall not be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the company.

Section 10.03 The Company shall indemnify against any liability incurred in any proceeding in which any individual or entity is made a party to the proceeding because he, she or it is or was a manager or member if:

- (A) He or she or it's managing body acted and conducted himself/herself in good faith;
- (B) He or she or it's managing body reasonably believed:
 - (1) in the case of conduct in his, her or its official capacity, that such conduct was in the best interest of the Company; or
 - (2) in all other cases, that his, her or its conduct was, at least, not opposed to the best interests of the Company; and
- (C) in the case of any criminal proceeding, he or she had no reasonable cause to believe that this conduct was unlawful.

Section 10.04 The Company shall advance the reasonable expenses incurred by a manager or member who is a party to a proceeding if:

- (A) such manager or member furnishes the Company with a written affirmation of his, her or its good-faith belief that he, she or it has met the standard of conduct required for indemnification;
- (B) such manager or member furnishes the Company with a written undertaking, executed personally by him, her or it, or on his, her or its behalf, to repay the advance if it is determined that he, she or it did not meet such standard of conduct; and
- (C) a determination is made that the facts then known to those making the determination would not preclude indemnification.

Section 10.05 The Company shall indemnify each manager or member who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he, she or it was a party, against reasonable expenses incurred by him, her or it in connection with the proceeding.

Section 10.06 A manager or member who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

Article XI. Admission of a New Member.

A person or entity may be admitted as a member only upon the percentage vote of the members, by membership interest, set forth in the Operating Agreement or, in the absence thereof, by eighty percent (80%) of the members by membership interest. As a condition precedent to being admitted as a member, such person or entity shall make a

capital contribution in the amount determined by the board of managers and enter and become bound by the Operating Agreement.

Article XII. Transferability of Member's Interest.

The interests of the members of the Company may be transferred or assigned only as provided in the Operating Agreement. A transferee or assignee of a member shall have no right to participate in the management of the Company or to become a member unless the percentage of members required by the Operating Agreement or these Amended and Restated Articles of Organization to admit a new member, without regard to the vote of the member seeking to make the transfer or assignment, approves of the proposed transfer or assignment at a membership meeting. Unless approved in the foregoing manner, a transferee or assignee of a member's interest shall only be entitled to receive the share of profits or other compensation by way of income and the return of the contributions to which the transferring or assigning member would otherwise be entitled.

Article XIII. Member Withdrawal.

A member shall be entitled to withdraw from the Company prior to the dissolution of the Company only in accordance with the express terms of the Act; provided that, except as may be set forth in the Operating Agreement, such withdrawal shall be wrongful.

4.) The effective date of these Amended and Restated Articles of Organization shall be the filing date.

5.) The sole member and President adopted and approved these Amended and Restated Articles of Organization on December 21st, 2015.

IN WITNESS WHEREOF, the undersigned member and President have executed these Amended and Restated Articles of Organization as of this 21st day of December, 2015.

Member:

Carolyn Hall
Carolyn Hall

President:

Carolyn Hall
Carolyn Hall

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Restated Designation of Registered Agent and Registered Office of
Orchid Spa and Wellness, LLC**

The registered office of Orchid Spa and Wellness (the "**Company**"), as of the date of these Amended and Restated Articles of Organization, is 2650 Dade Ave, #1105, Orlando, FL 32804, and the name of the registered agent of the Company is Carolyn Hall.

The registered agent is familiar with the obligations of acting as a registered agent of a Florida LLC, and accepted the appointment to serve as the Registered Agent of the Company on July 31, 2015. The designation was previously signed by Mrs. Carolyn Hall, as registered agent, and filed simultaneously with the Articles of Organization on July 31, 2015.

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TALLAHASSEE, FLORIDA

Notice of Withdrawal and Resignation
from
Orchid Spa and Wellness, LLC

Effective as of this 14th day of December 2015, in accordance with Section 605.0202(1), I hereby withdraw as a member, and resign as a manager, of Orchid Spa and Wellness, LLC, a Florida limited liability company (the "**Company**"), and provide the Company with the attached Affidavit in connection therewith.

I have not made any capital contribution to the Company and acknowledge that I will not receive any cash or property in connection with this withdrawal and resignation.

An original or copy of this resignation may be relied upon by the Company's attorneys, accountants, vendors, financial institutions, and service and utility providers, as well as governmental bodies and regulatory authorities.

I will not hold myself out as an employee, manager or member of the Company, and shall not take any action to bind or incur any obligation on behalf of the Company as of this date forward.


Jarvis Hall

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