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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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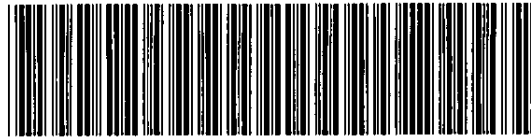
(Business Entity Name)

(Document Number)

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COVER LETTER

**TO: New Filing Section
Division of Corporations**

SUBJECT: LG Fitness Solutions, 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:

Charles L. Cooper, Jr.

Name of Person

Bryant Miller Olive PA

Firm/Company

101 N. Monroe Street, Suite 900

Address

Tallahassee, FL 32304

City/State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Charles L. Cooper, Jr. 850 222-8611
at ()
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

New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF ORGANIZATION
OF
LG FITNESS SOLUTIONS, 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 does set forth the following:

1. NAME

The name of the limited liability company is LG FITNESS SOLUTIONS, LLC (hereinafter referred to as 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
- (ii) By the mutual written agreement of the members of the Company (collectively, the "Members" and each, separately, a "Member") holding a majority percentage of the outstanding membership interests in the Company; or
- (iii) As provided for in a written Operating Agreement executed by all of the Members.

3. PURPOSE/BUSINESS OF COMPANY

The purpose for which the Company is organized is to engage in the business of

providing personal physical fitness and health training, coaching, assistance and advice, and to engage in all activities incident thereto. The Company may also engage in any and all other businesses and activities permitted by the laws of the State of Florida, and for any other specific purposes that may be provided for in the Operating Agreement. 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 the street address of the place of business for the Company is 5993 Miles Blake Drive, Tallahassee, Florida 32309. 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 Lauren Gale, and the initial registered office is located at 5993 Miles Blake Drive, Tallahassee, Florida 32309.

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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 BY MEMBERS

The management of the Company shall be vested in its Members. The Members may

appoint one or more Managers to act on behalf of the Company (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 Lauren Gale. She shall serve in such capacity as the sole Manager of the Company, subject to and in accordance with the terms of any written Operating Agreement entered into by the Member(s) of the Company. The Company may, from time to time, have new or additional Managers, who shall be appointed in the manner provided for in the Operating Agreement, and shall serve upon the terms and conditions provided or therein.

9. TRANSFER OF MEMBERSHIP INTERESTS

The transfer of the membership interests in the Company held by its Members may 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 entire 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, but except 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.

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Executed at Tallahassee, Florida, this 11th day of April, 2018.

AUTHORIZED MEMBER:

Lauren Gale
Lauren Gale
Member/Manager


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ACCEPTANCE BY REGISTERED AGENT

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

Executed this 11th day of April, 2018.

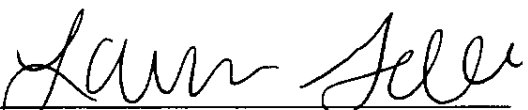
REGISTERED AGENT:



Lauren Gale

**FOR THE LIMITED LIABILITY
COMPANY:**

LG FITNESS SOLUTIONS, LLC,
a Florida limited liability company



Lauren Gale, Manager