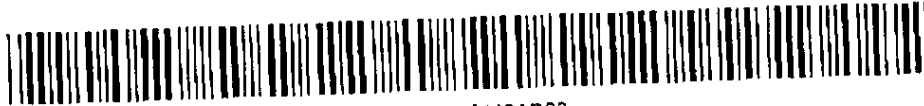


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FLORIDA LIMITED LIABILITY CO. Pure Barre Carrollwood, LLC

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ARTICLES OF ORGANIZATION
OF
PURE BARRE CARROLLWOOD, LLC

SECTION 1 INTRODUCTION AND PRELIMINARY STATEMENTS

The undersigned organizer (Organizer) desires to form a limited liability company under the laws of the State of Florida by delivering these Articles of Organization to the Division of Corporations of the State of Florida, in accordance with Chapter 605: Florida Revised Limited Liability Act (Act).

SECTION 2 NAME

The name of the limited liability company is Pure Barre Carrollwood, LLC, a Florida limited liability company (Company).

SECTION 3 DURATION

The Company will perpetually exist from the filing date of these Articles of Organization with the Division of Corporations of the State of Florida, unless dissolved according to law.

SECTION 4 COMPANY S PURPOSE

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act, and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

SECTION 5 COMPANY S PRINCIPAL OFFICE AND LOCATION OF RECORDS

The street address of the principal office in the United States where the Company maintains its records is 12921 N Dale Mabry Hwy, Tampa, FL 33618.

SECTION 6 REGISTERED AGENT AND REGISTERED OFFICE

The Company's initial Registered Agent is Jeffrey P. Skates, Esq., and the Company's initial registered office is located at 1028 Lake Sumter Landing, The Villages, Florida 32162.

SECTION 7 REGISTERED AGENT CONSENT

I, Jeffrey P. Skates, Esq., a natural person and resident of Florida, accept the appointment as Registered Agent of Pure Barre Carrollwood, LLC, a Florida limited liability company. I understand that my responsibilities as Registered Agent are to receive service of process, notices.

and demands; to forward mail; and to notify the Division of Corporations immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: October 18, 2023.



Jeffrey P. Skates, Esq., Registered Agent

SECTION 8 MEMBERS

The names and addresses of the Members are:

Natalie Beerman
3368 Boyd Circle
Oxford, Florida 34484
Mallory Borrowman
1400 Fairview Street
Orlando, Florida 32804

SECTION 9 ADDITIONAL CONTRIBUTIONS

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

SECTION 10 ADDITIONAL MEMBERS

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interest in the Company must be treated as an Assignee until that transferee is admitted as an additional or substitute Member, if ever, under the Operating Agreement.

SECTION 11 BUSINESS CONTINUATION

If a Member's Interest in the Company is terminated by a terminating event, the remaining Members of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated under the Act and the Operating Agreement.

SECTION 12 OPERATING AGREEMENT AND AUTHORITY

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members and Managers, and the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members and Managers of the Company. This Operating Agreement may be amended from time to time according to its provisions.

SECTION 13 MANAGEMENT

Management of the Company is vested in the Managers. The Managers have exclusive authority to act for the Company in all matters. The authorities and duties of the Managers are set forth in the Operating Agreement.

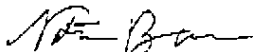
SECTION 14 INDEMNIFICATION AND LIABILITY

As determined by the Managers of the Company, the Company may indemnify and advance expenses to a Member, Manager, employee, or agent of the Company in connection with any proceeding to the extent permitted by applicable laws and statutes, the Act, and the Company's Operating Agreement.

SECTION 15 TRANSFERABILITY OF INTEREST

Interests in the Company are nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on: October 18, 2023.



Natalie Beerman, Organizer