

LE5000072076

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

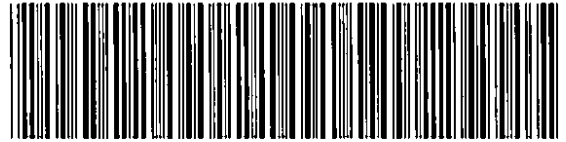
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

eff 12/31

Office Use Only



900322069649

RECEIVED

18 DEC 17 PM 4:54 FILED

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

SECRETARY OF STATE  
TALLAHASSEE, FL

DEC 18 2017

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 547444 8006571

AUTHORIZATION :

COST LIMIT : \$ 80,000



ORDER DATE : December 17, 2018

ORDER TIME : 1:23 PM

ORDER NO. : 547444-005

CUSTOMER NO: 8006571

ARTICLES OF MERGER

AUTISM TREATMENT SOLUTIONS  
LLC

INTO

BUTTERFLY EFFECTS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

       PLAIN STAMPED COPY

PLEASE RETURN 2 COPIES, 1 WITH ACKNOWLEDGMENT LETTER, ONE AS A  
CC

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: \_\_\_\_\_

ARTICLES OF MERGER 2018 DEC 17 PM 9:12  
OF SECRETARY OF STATE  
TALLAHASSEE, FL  
AUTISM TREATMENT SOLUTIONS LLC  
INTO  
BUTTERFLY EFFECTS, LLC

The undersigned limited liability companies DO HEREBY CERTIFY:

FIRST: That the names and states of formation of each of the constituent limited liability companies of the merger are as follows:

<u>NAME</u>	<u>STATE OF FORMATION</u>	<u>TYPE OF ENTITY</u>
Autism Treatment Solutions LLC	California	limited liability company
Butterfly Effects, LLC	Florida	limited liability company

SECOND: That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by all of the members and the board of managers of each of the constituent limited liability companies in accordance with the requirements of Section 605.1021-605.1026 of the Florida Revised Limited Liability Company Act and California law.

THIRD: The name of the limited liability company surviving the merger is Butterfly Effects, LLC, a Florida limited liability company.

FOURTH: That the articles of organization of Butterfly Effects, LLC, a Florida limited liability company shall be the articles of organization of the surviving limited liability company without change or amendment.

FIFTH: That the merger shall be effective at 11:59 pm, E.S.T. on December 31, 2018.

SIXTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving limited liability company. The address of said principal place is 500 Fairway Dr., Ste. 102, Deerfield Beach, FL 33441.

SEVENTH: That Butterfly Effects, LLC, as the limited liability company surviving the merger, will pay to any member of any limited liability company involved in the merger who has appraisal rights pursuant to Florida or California law, any amounts to which such members are entitled by law.

EIGHTH: That a copy of the Agreement and Plan of Merger will be furnished on request and without cost to any member of any constituent limited liability company.

December 17, 2018.

BUTTERFLY EFFECTS, LLC

By: Kevin Silver  
Kevin Silver, Manager

AUTISM TREATMENT SOLUTIONS LLC

By: Kevin Silver  
Kevin Silver, Manager

**AGREEMENT AND PLAN OF MERGER  
BUTTERFLY EFFECTS, LLC  
AND  
AUTISM TREATMENT SOLUTIONS LLC**

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is entered into this 17<sup>th</sup> day of December, 2018, by and between:

Butterfly Effects, LLC, a Florida limited liability company (the "**Surviving Entity**"); and

Autism Treatment Solutions LLC, a California limited liability company (the "**Merged Entity**");

**RECITALS**

WHEREAS, the Surviving Entity is the owner of one hundred percent (100%) of the issued and outstanding membership interests of the Merged Entity;

WHEREAS, (a) all of the members of the board of managers and the equity holders of the Surviving Entity, and (b) all of the members of the board of managers and the sole equity holder of the Merged Entity, deem it advisable and in the best interests of the Surviving Entity and the Merged Entity that the Merged Entity merge with and into the Surviving Entity (the "**Merger**"), with the Articles of Organization of the Surviving Entity remaining unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree that the Merged Entity shall be merged with and into the Surviving Entity which shall continue its existence as a Florida limited liability company surviving the Merger. The terms and conditions of this Agreement which the parties covenant to observe, keep and perform and the manner of carrying the covenants into effect are as follows:

**I.  
EFFECTIVE TIME OF MERGER**

The Merger shall become effective on December 31, 2018 at 11:59 pm E.S.T. (the "**Effective Time**"). At the Effective Time, the separate existence of the Merged Entity shall be merged with and into the Surviving Entity.

## **II. THE MERGER**

At the Effective Time, the Merged Entity shall cease to exist and the Surviving Entity shall continue as a Florida limited liability company.

## **III. GOVERNING LAW**

Any and all controversies arising out of this Agreement shall be governed by the laws of the State of Florida.

## **IV. CONVERSION OF INTERESTS IN THE MERGER**

The manner of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the membership interests of the Merged Entity into membership interests of the Surviving Entity shall be as follows:

Prior to the Merger, the Surviving Entity is the sole equity holder of the Merged Entity. At the Effective Time, (a) all of the membership interests of the Merged Entity will be cancelled and cease to exist, and (b) all of the membership interests of the Surviving Entity will continue and remain outstanding without change.

## **V. EFFECT OF THE MERGER**

At the Effective Time, the Merged Entity shall be merged with and into the Surviving Entity, with the Surviving Entity as the surviving entity. The Surviving Entity shall thereupon and thereafter possess and enjoy all the rights, privileges, immunities and powers, both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of both entities and shall succeed to and be vested with all properties, real, personal and mixed, of both entities; and all property, rights, privileges, immunities, powers and all and every other interest of whatever kind shall be thereafter the property of the Surviving Entity, as effectively as they were of the respective entities, and the title to any real estate vested in either of said entities shall not revert or be in any way impaired by reason of the Merger; provided however, that all rights of creditors and all liens upon any property of either of said entities shall be preserved unimpaired, at the Effective Time, and all debts, liabilities and duties of said entities, respectively, shall thenceforth attach to and be the responsibility of the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity; and any claim existing or action or proceeding pending by or against either the Surviving Entity or the Merged Entity may be prosecuted against the Surviving Entity.

**VI.  
ACCOUNTING MATTERS**

The assets and liabilities of the Merged Entity and of the Surviving Entity as of the Effective Time shall be recorded on the Surviving Entity's books in the amounts and as carried on the books of the respective entities immediately prior to the Effective Time. The amount of assets, liabilities and capital of the Surviving Entity after the Merger shall be equal to the sum of the aggregate amount of the assets, liabilities and capital of the respective entities immediately prior to the Merger.

**VII.  
CERTIFICATION OF AUTHORIZATION**

The undersigned representative of the Merged Entity and the Surviving Entity, through his execution of this Agreement, hereby certifies that this Agreement has been presented to, and approved by written consent of the equity holders of each respective entity.

**VIII.  
ARTICLES OF ORGANIZATION**

Following the Merger, the Articles of Organization of the Surviving Entity shall remain unchanged and in full force and effect.

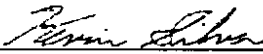
**IX.  
MISCELLANEOUS**

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter other than the Articles of Organization of the Surviving Entity.

*[Signatures to Follow]*

**IN WITNESS WHEREOF**, the parties, pursuant to authority given by their respective equity holders, have caused this Agreement to be duly entered into and signed as of the date set forth above, by the authorized representatives of the respective entities.

**BUTTERFLY EFFECT, LLC**

By:   
Kevin Silver, Manager

**AUTISM TREATMENT SOLUTIONS LLC**

By:   
Kevin Silver, Manager



ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Broward

BEFORE ME, the undersigned authority, a Notary Public, authorized to administer oaths in the aforesaid County and State, personally came and appeared:

KEVIN SILVER

who, being first duly sworn, deposed, declared and acknowledged that he is the authorized representative of Butterfly Effects, LLC and Autism Treatment Solutions LLC, and that pursuant to due and proper company authority, he has executed the annexed Agreement and Plan of Merger on behalf of Butterfly Effects, LLC and Autism Treatment Solutions LLC, for the purposes therein expressed.

Signed this 17 day of December, 2018.

WITNESSES

[Signature]  
Printed Name: Steve Woolf

[Signature]  
Kevin Silver

[Signature]  
Printed Name: Bradley Hurwitz

Sworn to and subscribed before me, Notary, this 17 day of December, 2018.

[Signature]  
NOTARY PUBLIC

