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TALLAHASSEE, FLORIDA

2014 JUN 19 AM 11:09

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K. SALLY
EXAMINER

JUN 20 2014

CORP DIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-23

CONTACT: **RICKY SOTO**

DATE: **06/19/2014**

REF. #: **9184207**

CORP. NAME: **BRIDGING THE GAP OUTPATIENT LLC**

- | | | |
|--|---|---|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input checked="" type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 70022190 FOR \$ 155.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$** _____

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Examiner's Initials

ARTICLES OF ORGANIZATION
of
BRIDGING THE GAP OUTPATIENT LLC

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2014 JUN 19 AM 11:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned person, having capacity to contract and act as the organizer of a limited liability company (the "Organizer"), adopts the following Articles of Organization for such company pursuant to the Florida Revised Limited Liability Company Act (the "Act");

1. Name. The name of the limited liability company is Bridging the Gap Outpatient LLC (the "Company").

2. Principal Executive Office. The principal executive office of the Company is 221 San Vincente, Panama City Beach, Florida 32413, County of Bay.

3. Registered Office and Agent. The Company's initial registered office is 200 South Orange Avenue, Suite 2900, Orlando, Florida 32801, and its initial registered agent at that office is Justin D. Tait, Esq. of the law firm of Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.

4. Organizer. The Organizer of the Company is Taylor K. Wirth, whose address is 211 Commerce Street, Suite 800, Nashville, Tennessee 37201, County of Davidson.

5. Management. The Company will be member-managed, and its sole initial member is JourneyPure Panhandle LLC (the "Member").

6. Existence and Duration. The Company shall commence its existence on the date these Articles of Organization are filed, and its duration shall be perpetual unless sooner dissolved by law.

7. Indemnification.

A. Limitation of Liability. A Member or executive officer (a "Responsible Party") of the Company shall not be liable to the Company for monetary damages for breach of fiduciary duty as a Responsible, except to the extent such exemption from liability or limitation thereof is not permitted under the Act. Any amendment, modification, or repeal of either the foregoing sentence or applicable provisions of the Act shall not adversely affect any right arising prior to the time of such amendment, modification, or repeal.

B. Right of Indemnification. The Company shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative, or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Responsible Party of the Company or, while a Responsible Party of the Company, is or was serving at the request of the Company as a manager, Member, officer, director, employee, or agent of another limited liability company, a partnership, joint venture,

trust, enterprise, corporation or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably and actually incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Part D of this Section 7, the Company shall not be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person unless the commencement of such Proceeding (or part thereof) by the Covered Person was authorized in the specific case by a manager who is not the Covered Person.

C. Prepayment of Expenses. The Company shall, to the fullest extent not prohibited by applicable law, pay the expenses (including reasonable attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Section 7 or otherwise.

D. Claims. If a claim for indemnification (following the final disposition of the Proceeding with respect to which indemnification is sought, including any settlement of such Proceeding) or advancement of expenses under this Section 7 is not paid in full within thirty (30) days after a written claim therefor by the Covered Person has been received by the Company, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by applicable law. In any such action the Company shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under this Section 7 and applicable law.

E. Non-Exclusivity of Rights. The rights conferred on any Covered Person by this Section 7 shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, any other provision of these Articles of Organization, any agreement, or otherwise.

F. Insurance. The Company may purchase and maintain insurance on behalf of any person who is a Covered Person, or is or was serving at the request of the Company as a manager, Member, officer, employee, director, or agent of another limited liability company, or of a partnership, joint venture, trust, enterprise, corporation or nonprofit entity, including service with respect to employee benefit plans, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this Section 7, the Act, or otherwise.

G. Amendment or Repeal. Any right to indemnification or to advancement of expenses of any Covered Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of this Section 7 after the occurrence of the act or omission

that is the subject of the civil, criminal, administrative, or investigative action, suit, or proceeding for which indemnification or advancement of expenses is sought.

H. Other Indemnification and Advancement of Expenses. This Section 7 shall not limit the right of the Company, to the extent and in the manner permitted by law, to indemnify and to advance expenses to non-executive officers, employees or agents of the Company or other persons who are not Covered Persons when and as authorized by appropriate limited liability company action.

Dated: June 19, 2014.



Taylor K. Wirth, Organizer

In accordance with Section 605.0205(3), Florida Statutes, the execution of this document constitutes an affirmation under penalty of perjury that the facts stated herein are accurate.

REGISTERED AGENT ACCEPTANCE

Having been named as registered agent and to accept service of process for the above-stated limited liability company at the place designated in the Articles of Organization, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided in Chapter 605, Florida Statutes.

Registered Agent

By: Justin D. Tait

Print Name: Justin D. Tait

Date: June 19, 2014