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Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
ALL IN BEHAVIORAL HEALTH LLC

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Merger
JAN 23 2017
R. WHITE



January 20, 2017

FLORIDA DEPARTMENT OF STATE
Division of Corporations

ALL IN BEHAVIORAL HEALTH LLC
1325 S CONGRESS AVE
203
BOYNTON BEACH, FL 33426US

SUBJECT: ALL IN BEHAVIORAL HEALTH LLC
REF: L15000126315

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

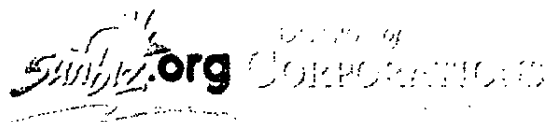
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Rebekah White
Regulatory Specialist II

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DIVISION OF CORPORATIONS



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Florida Department of State, Division of Corporations

17 JAN 20 AM 9:27

**ARTICLES OF MERGER
OF
HUMBLE BEHAVIORAL HEALTH, LLC,
A NEW JERSEY LIABILITY COMPANY
INTO
ALL IN BEHAVIORAL HEALTH, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Chapter 605, Florida Statutes, Section 605.1025 of the Florida Limited Liability Company Act, the undersigned Florida limited liability company and New Jersey limited liability company adopt the following Articles of Merger:

1. HUMBLE BEHAVIORAL HEALTH, LLC, a New Jersey limited liability company, whose address is 1930 Marlton Pike, Suite E B12, Cherry Hill, New Jersey 08003, being validly and legally formed under the laws of the State of New Jersey, and ALL IN BEHAVIORAL HEALTH, LLC, a Florida limited liability company, whose address is 1325 S. Congress Avenue, Suite 203, Boynton Beach, Florida 33426, being validly and legally formed under the laws of the State of Florida, have adopted the Plan of Merger (the "Plan of Merger") which is attached hereto as Exhibit A and which is hereby made a part hereof.

2. The name and address of the surviving limited liability company is as follows:

ALL IN BEHAVIORAL HEALTH, LLC
1325 S. Congress Avenue, Suite 203
Boynton Beach, Florida 33426

3. The Plan of Merger meets the requirements of Section 605.1022, Florida Statutes, and was approved by each limited liability company in accordance with Chapter 605.1023, Florida Statutes.

4. The Plan of Merger meets the requirements of the applicable laws of the New Jersey Statutes, and was approved by each limited liability company in accordance with the applicable laws of the State of New Jersey.

5. The Plan of Merger shall become effective upon the filing of these Articles of Merger with the Florida Department of State.

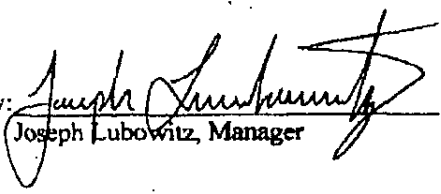
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 19th day of January, 2017.

ALL IN BEHAVIORAL HEALTH, LLC, a
Florida limited liability company

By: 
Luke Peck, Manager

HUMBLE BEHAVIORAL HEALTH,
LLC, a New Jersey limited liability
company

By: 
Joseph Lubowitz, Manager

AGREEMENT AND PLAN

THIS AGREEMENT AND PLAN (**Agreement**), dated for reference purposes January 19, 2017, is entered into by ALL IN BEHAVIORAL HEALTH, LLC, a Florida limited liability company (**Surviving Company**), and HUMBLE BEHAVIORAL HEALTH, LLC, a New Jersey limited liability company (**Merging Company**) (**Party or Parties**).

RECITALS:

A. The Parties intend to merge with the effect that the Merging Company shall merge into the Surviving Company and cease to exist as a separate entity (**Merger**).

NOW, THEREFORE, for and in consideration of the mutual covenants, warranties and representations expressed in this Agreement, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true.
2. **Authority.** Each Party warrants and represents to the other Party that it has obtained all required approvals for the Merger.
3. **Merging Company.** The name of the Merging Company is Humble Behavioral Health, LLC, a limited liability company formed under the laws of the State of New Jersey.
4. **Surviving Company.** The Surviving Company is All In Behavioral Health, LLC, a limited liability company formed under the laws of the State of Florida.
5. **Merger.**
 - a. Each member of the Merging Company which has become a member of the Surviving Company has approved the Merger. Each member of the Surviving Company and the Merging Company has received a membership interest in the Surviving Company, which is equivalent in value to the interest he/she held in the Surviving Company or the Merging Company, as applicable. In consenting to the Merger, each such member has approved the method for determining the value of its interest in the Surviving Company.
 - b. The Merger will become effective on January 19, 2017.
6. **Florida Surviving Company.** The Surviving Company has been formed under the laws of the State of Florida. In compliance with the Florida Revised Limited Liability Company Act, the Surviving Company will adopt (i) Amended and Restated Articles of Organization, which will be properly executed and filed with the Florida Department of State, and (ii) an Amended and Restated Operating Agreement, which will be properly executed and placed with the Surviving Company's records.

7. Miscellaneous.

a. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, representations, warranties and agreements, both written and oral, with respect to such subject matter.

b. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

c. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

d. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

e. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each of the Parties affected by such amendment. No waiver by any Party of any provision hereof shall be effective unless set forth in writing and signed by such Party.

f. If any term of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Agreement or invalidate or render unenforceable such term in any other jurisdiction. Upon such determination that any term is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

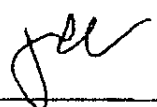
g. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. Each of the parties irrevocably and unconditionally: (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may, and to the extent permitted by the court of the State of Florida shall, be brought in the courts of record of the State of Florida in Palm Beach County, or the District Court of the United States, Southern District of Florida; (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such court.

h. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by telephonic or electronic facsimile or other means of transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

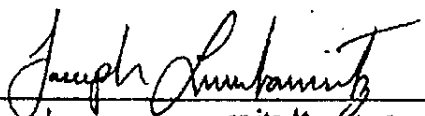
[SIGNATURE PAGES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

SURVIVING COMPANY:
ALL IN BEHAVIORIAL HEALTH, LLC

By: 
Luke Peck, as its Manager

MERGING COMPANY:
HUMBLE BEHAVIORIAL HEALTH, LLC

By: 
Joseph Lumbant, as its Manager

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