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Division of Corporations

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**MERGER OR SHARE EXCHANGE
ALTEGRA HEALTH OPERATING COMPANY**

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$68.75

90.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Altegra Health Operating Company	Delaware	corporation
Social Service Coordinators, LLC	Florida	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Altegra Health Operating Company	Delaware	corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

is January 1, 2014

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

c/o Allegra Health

14261 Commerce Way

Miami Lakes, FL 33016

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: c/o Allegra Health

14261 Commerce Way

Miami Lakes, FL 33016

Mailing address: c/o Allegra Health

14261 Commerce Way

Miami Lakes, FL 33016

NINTH: Signature(s) for Each Party:

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Certified Copy (optional): **\$30.00**

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of December 23, 2013 (the "Merger Agreement"), is made by and between each of Social Service Coordinators, LLC, a Florida limited liability company ("Social Service") and Altegra Health Operating Company, a Delaware corporation ("Altegra").

WITNESSETH:

WHEREAS, Social Service is a wholly owned subsidiary of Altegra;

WHEREAS, Altegra desires to merge Social Service with and into itself;

WHEREAS, the Board of Managers of Social Service and the Board of Directors of Altegra deem it advisable that Social Service merge with and into Altegra and that Altegra continue as the surviving business entity, upon the terms set forth herein and in accordance with the laws of the State of Delaware and the laws of the State of Florida (the "Merger"), and that the issued and outstanding units of Social Service be canceled upon consummation of the Merger as set forth herein; and

WHEREAS, the Board of Directors of Altegra and the Board of Managers of Social Service has, by resolution duly approved and adopted the provisions of the Merger Agreement, as the plan of merger required by Section 253 of the General Corporation Law of the State of Delaware and Section 608.4382 of Limited Liability Company Act of the State of Florida (the "Governing Law").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Effect of the Merger; Manner and Basis of Converting or Canceling Units

Section 1.1. At the Effective Time (as hereinafter defined), Social Service shall be merged with and into Altegra, the separate corporate existence of Social Service (except as may be continued by operation of law) shall cease, and Altegra shall continue as the surviving business entity, all with the effects provided by applicable law. Altegra, in its capacity as the surviving business entity of the Merger, is hereinafter sometimes referred to as the "Surviving Business Entity."

Section 1.2. At the Effective Time, the units of Social Service issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by Social Service, Parent or any other person, be canceled and no cash or securities or other property shall be payable to the Parent in respect thereof.

Section 1.3. At the Effective Time, Altegra's capital stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by Altegra or any other person, remain unaffected by the Merger.

Section 1.4. At and after the Effective Time, the Surviving Business Entity shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of Social Service; and all rights, privileges, immunities and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all causes of action (either in law or in equity) for and the right to sue for past, present and future infringement and any other unauthorized use of intellectual property, and all other choses in action, and all and every other interest, of or belonging to Social Service shall be taken and deemed to be transferred to and vested in the Surviving Business Entity without further act or deed; and title to any real estate, or any interest therein, vested in Social Service shall not revert or be in any way impaired by reason of the Merger; and the Surviving Business Entity shall thenceforth be responsible and liable for all liabilities and obligations of Social Service and any claim existing or action or proceeding pending by or against Social Service may be prosecuted to judgment as if the Merger had not taken place or the Surviving Business Entity may be substituted in its place; all with the effect set forth in the Governing Law. The authority of the officers of Social Service shall continue with respect to the due execution in the name of the company of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Governing Law or any contract to which Social Service was a party or this Merger Agreement.

Section 1.5. The name of the Surviving Business Entity shall be Altegra Health Operating Company, a Delaware corporation, whose principal place of business is 14261 Commerce Way, Miami Lakes, FL 33016.

ARTICLE 2

Effective Time

Section 2.1. Altegra shall cause a Certificate of Merger to be executed and delivered for filing with the Secretary of State of the State of Delaware, all as provided in and in accordance with the Governing Law (the "Certificate of Ownership and Merger") and Altegra and Social Service shall cause a Certificate of Merger to be executed and delivered for filing with the Department of State of the State of Florida, all as provided in and in accordance with the Governing Law (the "Certificate of Merger").

Section 2.2. The Merger shall become effective as of January 1, 2014 after the Certificate of Ownership and Merger is filed with the Secretary of State of the State of Delaware and the Certificate of Merger is filed with the Department of State of the State of Florida (the "Effective Time").

ARTICLE 3

Articles of Incorporation and Bylaws; Board of Directors and Officers

Section 3.1. The Certificate of Incorporation of Altegra as in effect at the Effective Time shall govern the Surviving Business Entity.

Section 3.2. The Bylaws of Altegra as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the Board of Directors or the stockholders of the Surviving Business Entity, shall govern the Surviving Business Entity.

Section 3.3. The members of the Board of Directors and the officers of Altegra holding office immediately prior to the Effective Time shall be the members of the Board of Directors and the officers (holding the same positions as they held with Altegra immediately prior to the Effective Time) of the Surviving Business Entity and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the Bylaws of the Surviving Business Entity.

ARTICLE 4

Miscellaneous

Section 4.1. This Merger Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Section 4.2. The internal law, not the law of conflicts, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Merger Agreement.

Section 4.3. This Merger Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

ALTEGRA HEALTH OPERATING
COMPANY, a Delaware corporation

By: 

Name: Michele Haas

Its: Chief Financial Officer and Vice President

SOCIAL SERVICE COORDINATORS,
LLC, a Florida limited liability company

By: 

Name: Michele Haas

Its: Chief Financial Officer, Vice President
and Authorized Representative