

#109000035082

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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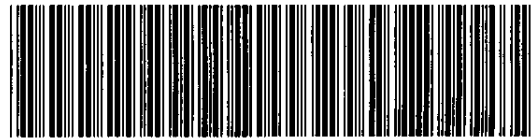
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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EFFECTIVE DATE
2/10/2011

12/16/10--01017--005 **90.00

FILED
10 DEC 16 PM 3:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

K. SALLY
EXAMINER
DEC 17 2010

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: VISIONARY HEALTHWARE, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

KARREN A. WILSON, ESQ.

Contact Person

KARREN A. WILSON, P.A.

Firm/Company

5600 MARINER ST., STE. 227

Address

TAMPA, FL 33760

City, State and Zip Code

karren.wilson@gmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Karren A. Wilson

Name of Contact Person

at (813)

629-8950

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

EFFECTIVE DATE
01/01/2011

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

FILED
10 DEC 16 PM 3: 01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
ALTEER CORP.	DELAWARE	CORPORATION
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
Visionary Healthware, LLC	FLORIDA	LLC
#L09000035082		

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:

January 1, 2011 at 12:01 a.m. _____

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:

N/A

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:

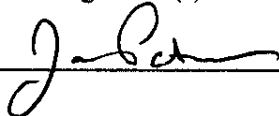
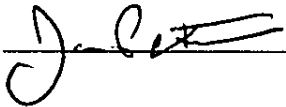
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
<u>Visionary Healthware, LLC</u>	<u></u>	<u>Jason Patchen</u>
<u>Alteer Corp.</u>	<u></u>	<u>Jason Patchen</u>

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER AGREEMENT

of

ALTEER, CORP., a Delaware Corporation

and

VISIONARY HEALTHWARE, LLC, a Florida Limited Liability Company.

THIS PLAN OF MERGER AGREEMENT (the "Agreement"), dated as of this the 15 day of December, 2010 is entered into by and between **ALTEER CORP.**, a Delaware Corporation (hereinafter, "Disappearing Company") and **VISIONARY HEALTHWARE, LLC**, a Florida Limited Liability Company (hereinafter, "Surviving Company").

RECITALS

WHEREAS, the Disappearing Company is a corporation duly organized and existing under the laws of the State of Delaware that is a wholly owned subsidiary of American Healthcare Holdings, Inc., a Delaware Corporation;

WHEREAS, Surviving Company is a Florida Limited Liability Company that is also a wholly owned subsidiary of American Healthcare Holdings, Inc., a Delaware Corporation;

WHEREAS, the respective Boards of Directors of the Disappearing Company and the Surviving Company have determined that it is advisable for Disappearing Company to be merged with and into Surviving Company;

WHEREAS, the respective Boards of Directors of the Disappearing Company and the Surviving Company have reviewed and approved the Agreement;

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties herein contained, it is agreed that, in accordance with the applicable statutes of the State of Florida and the State of Delaware, the Disappearing Company shall be at the effective date of the merger merged with and into the Surviving Company, which shall be the surviving corporation for, and that the terms and conditions of such merger and the mode of carrying it into effect shall be as follows:

I. MERGER OF DISAPPEARING INTO SURVIVING COMPANY

At the effective date of the merger, the Disappearing Company shall be merged with and into the Surviving Company, the separate existence of the Disappearing Company shall cease and the Surviving Company shall continue in existence as the Surviving Company and, without other transfer or assumption, succeed to and possess all the estate, properties, rights, privileges, immunities, and franchises, whether public or private, of the Disappearing Company; and all property, real, personal, and mixed, and all debts due on whatever account, including

subscriptions to shares, and all other choses in action, and each and every other interest, of or belonging to or due to the Disappearing Company, shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed.

If at any time the Surviving Company shall consider or be advised that any further assignments, conveyances, or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers and directors, respectively, of the Disappearing Company, as of the effective date of the merger, shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

Following the merger, Surviving Company shall be considered the same business and corporate entity as the Disappearing Company, with all the rights, powers, and duties of Disappearing Company and Surviving Company shall be responsible for all the liabilities of every kind and description of Disappearing Company existing as of the effective date of the merger, all in accordance with the applicable provisions of the Florida Statutes.

II. ARTICLES OF ORGANIZATION; OPERATING AGREEMENT OF SURVIVING COMPANY; GOVERNING LAW

The Articles of Organization and Operating Agreement of the Surviving Company shall not be affected in any way whatsoever by the merger and/or this Agreement and shall remain in full force and effect. Surviving Company shall be governed under the laws of the State of Florida.

III. CANCELLATION OF THE CAPITAL STOCK OF DISAPPEARING COMPANY

At the effective date of the merger, each share of the common stock and preferred stock outstanding immediately prior to the merger of the Disappearing Company shall forthwith cease to exist and shall be cancelled, and the authorized capital stock of the Surviving Company immediately prior to the merger shall continue to be outstanding and shall not be changed, but shall remain the same as immediately before the merger.

IV. OFFICERS, DIRECTORS, MEMBERS, AND MANAGERS

When the merger becomes effective, the officers, directors, members, and managers of the Surviving Company shall be the same as immediately before the merger.

V. EFFECTIVE DATE

This Agreement shall become effective upon the execution hereof of the Chief Executive Officers of Disappearing Company and Surviving Company, as provided under the applicable laws of the States of Florida and Delaware. Following the effective date of the Agreement, Surviving Company shall as soon as practicable thereafter file with the Florida Secretary of State, Articles of Merger, and shall also file a Certificate of Merger with the Delaware Department of State. The effective date of the merger contemplated in this Agreement shall be 12:01 a.m. January 1, 2011, regardless of the date such Articles of Merger and/or Certificate of Merger shall be filed.

VI. MISCELLANEOUS

- (a) Any time prior to January 1, 2011, notwithstanding that this Agreement shall be effective, this Agreement may be terminated or modified by the Boards of Directors of the parties hereto.
- (b) This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- (c) The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of thereof.
- (d) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this hereof shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- (e) This Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, representations, undertakings and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
- (f) This Merger Agreement shall be construed and interpreted according to the laws of the State of Florida.

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SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, Surviving Company, Disappearing Company, and American Healthcare Holdings, Inc., the sole owner of each of the foregoing companies, have caused this Agreement to be executed by their respective Chief Executive Officers, hereunto duly authorized as of the date first written above.

DISAPPEARING COMPANY:

ALTEER CORP.

By: Jan Parn
Title: CEO
Date: 12/15/10

Address:

SURVIVING COMPANY:

**VISIONARY HEALTHWARE,
LLC**

By: Jan Parn
Title: CEO
Date: 12/15/10

Address:

**OWNER OF DISAPPEARING AND
SURVIVING COMPANIES:**

**AMERICAN HEALTHCARE
HOLDINGS, INC.**

By: Jan Parn
Title: CEO
Date: 12/15/10

Address:

