

364687

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

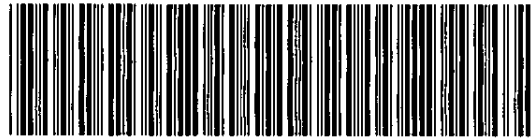
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200143546152

02/18/09--01007--016 **35.00

02/18/09--01007--017 **8.75

02/18/09--01007--018 **8.75

RECEIVED
09 FEB 18 AM 11:13
DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
09 FEB 18 PM 12:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend, Let's NC.
C. COULLETTE
FEB 18 2009
EXAMINER



a Wolters Kluwer business

CT
1203 Governors Square Blvd.
Tallahassee, FL 32301-2960

850 222 1092 tel
850 222 7615 fax
www.ctlegalsolutions.com

February 18, 2009

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Re: Order #: 7486843 SO
Customer Reference 1: None Given
Customer Reference 2: None Given

Dear Department of State, Florida:

Please obtain the following:

United HealthCare of Florida, Inc. (509312451770700600) (FL)
New Name: New Name: UnitedHealthcare of Florida, Inc.
Amendment (Change of Name)
Florida

United HealthCare of Florida, Inc. (509312451770700600) (FL)
New Name: New Name: UnitedHealthcare of Florida, Inc.
Certificate of Status/Authorization-Domestic
Florida

United HealthCare of Florida, Inc. (509312451770700600) (FL)
New Name: New Name: UnitedHealthcare of Florida, Inc.
Obtain Document - Misc - Certified Copy of this Filing
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

February 18, 2009

CT
3

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Re: Order #: 7486843 SO
Customer Reference 1: None Given
Customer Reference 2: None Given

Dear Department of State, Florida:

Please obtain the following:

United HealthCare of Florida, Inc. (509312451770700600) (FL)
New Name: New Name:
Amendment (Change of Name)
Florida

United HealthCare of Florida, Inc. (509312451770700600) (FL)
New Name: New Name:
Certificate of Status/Authorization-Domestic
Florida

United HealthCare of Florida, Inc. (509312451770700600) (FL)
New Name: New Name:
Obtain Document - Misc - Certified Copy of this Filing
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately

Articles of Amendment
to
Articles of Incorporation
of

United HealthCare of Florida, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

364687

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

UnitedHealthcare of Florida, Inc.

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

No Change - Not Applicable

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

No Change - Not Applicable

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

_____, Florida
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

FILED
09 FEB 18 PM 12:17
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

***If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**
(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

No additional changes to the Articles, other than the appearance of the Company's name, have occurred. However, _____

the Articles have been restated in their entirety and are attached hereto as the Amended and Restated Articles of _____

Incorporation. _____

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

No Change - Not Applicable

The date of each amendment(s) adoption: October 8, 2008

Effective date if applicable: December 31, 2008
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated November 24, 2008

Signature Juanita B. Luis
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Juanita B. Luis
(Typed or printed name of person signing)

Assistant Secretary
(Title of person signing)

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
UNITEDHEALTHCARE OF FLORIDA, INC.**

These are the Amended and Restated Articles of Incorporation of UnitedHealthcare of Florida, Inc. The Corporation was originally incorporated under the name of Asociacion Cubana, Inc. and its original Articles of Incorporation were filed with the Secretary of State of the State of Florida on May 26, 1970, and thereafter amended by Articles of Amendment filed on January 7, 1982 (changing this Corporation's name to C.A.C. Health Plan, Inc.), September 1, 1983, June 1, 1984 (changing this Corporation's name to Comprehensive American Care, Inc.), July 15, 1985, January 5, 1987, April 9, 1987, May 4, 1988, December 9, 1988, May 4, 1989 (changing this Corporation's name to C A C - Ramsay, Inc.), December 12, 1989, December 6, 1990, May 6, 1993 (changing this Corporation's name to C A C - Ramsay Health Plans, Inc.), June 1, 1994, December 19, 1994 effective December 30, 1994, July 28, 1994, April 5, 1995 effective April 7, 1995 (changing this Corporation's name to CAC - United HealthCare Plans of Florida, Inc.), March 29, 1996, June 24, 1996 effective July 1, 1996 (changing this Corporation's name to United HealthCare of Florida, Inc.), and October 23, 1997 effective November 1, 1997.

These Amended and Restated Articles of Incorporation were duly adopted by this Corporation's directors; re-designate Article XV as Article X; and delete in their entirety Articles I, II and IV through XIV of this Corporation's Articles of Incorporation, as heretofore amended and add new Articles I, II, and IV through IX by virtue of amendments made simultaneously with the restating hereof, which amendments were adopted pursuant to subsection (4) of section 607.194, Florida Statutes. There is no discrepancy between this Corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles of Incorporation other than the inclusion of amendment adopted pursuant to said subsection (4) and the omission of matters of historical interest.

These Amended and Restated Articles were adopted by the shareholders on October 7, 2008.

**ARTICLE I
Corporate Name**

The name of this Corporation is UnitedHealthcare of Florida, Inc.

**ARTICLE II
Nature of Business and Powers**

The general purpose for which this Corporation is organized is to operate one or more medical clinics and a health maintenance organization. The nature of the business to be transacted by this Corporation, however, is to engage in any and all business permitted under the laws of the State of Florida.

ARTICLE III

Capital Stock

The total number of shares which the Corporation shall have authority to issue is One Hundred Thousand (100,000) shares of 10% Cumulative Preferred Non-Voting Stock, having a par value of \$100.00 per share (the "10% Cumulative Preferred Stock"); and Nine (9) shares of Voting Common Stock, having no par value per share (the "Common Stock").

The following is a statement of the designations and the powers, preferences and rights, and qualifications, limitations or restrictions thereof, in respect of each class of the stock of the Corporation:

Subdivision I. 10% Cumulative Preferred Stock.

Part 1. Dividends.

1A. General Dividend Obligation. Subject to the limitations set forth in Section 641.365, Florida Statutes, regarding payment of dividends as set forth therein, which shall govern all dividend payments under this Subdivision I, when and as declared by the Board of Directors of the Corporation, the Corporation shall pay to the holders of the 10% Cumulative Preferred Stock, out of the assets of the Corporation available for the payment of dividends under the General Corporation Act of the State of Florida, preferential dividends at the times and in the amounts provided for in this Part 1.

1B. Accrual of Ordinary Dividends; Ordinary Dividend Rates. Ordinary dividends on each share of the 10% Cumulative Preferred Stock (each of which is referred to in this Subdivision as a "Share") shall accrue cumulatively on a daily basis at the rate of 10% per annum of the Liquidation Value thereof from and including the date of issuance of such Share to and including the date on which the Redemption Price of such Share is paid. Such dividends shall accrue whether or not there shall be (at the time such dividends accrue or become payable or at any other time) profits, surplus or other funds of the Corporation legally available for the payment of dividends. For purposes of this Part 1B, the date on which the Corporation initially issues any Share will be deemed to be its "date of issuance" regardless of the number of times transfer of such Share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such Share.

1C. Dividend Reference Dates. To the extent not paid semi-annually on each June 10, and December 10, beginning June 10, 1989, or if such day is not a Business Day, the immediately succeeding Business Day (the "Dividend Reference Dates"), all dividends which have accrued pursuant to this Part 1 on each Share outstanding during the period from and including the preceding Dividend Reference Date (or from and including the original date of issuance in the case of the initial Dividend Reference Date)

to such Dividend Reference Date shall be added to the Liquidation Value of such Share and shall remain a part thereof until (but only until) such dividends are paid.

1D. Distribution of Partial Dividend Payments. If at any time the Corporation pays less than the total amount of Dividends then accrued pursuant to this Part 1 on the 10% Cumulative Preferred Stock, such payment shall be distributed ratably among the holders of the 10% Cumulative Preferred Stock based upon the total amount of dividends then accrued on the Shares held by each such holder.

Part 2. Liquidation.

2A. Upon any liquidation, dissolution or winding up of the Corporation, the holders of the 10% Cumulative Preferred Stock shall each be entitled, before any distribution or payment is made upon any Junior Securities, to be paid out of the assets of the Corporation available for distribution to its stockholders an amount in cash equal to the aggregate Liquidation Value of all Shares outstanding held by each such holder, and the holders of 10% Cumulative Preferred Stock shall not be entitled to any further payment. If the assets of the Corporation to be distributed among the holders of the 10% Cumulative Preferred Stock are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid as aforesaid, then the entire assets of the Corporation to be distributed shall be distributed ratably among such holders based upon the aggregate Liquidation Value of the 10% Cumulative Preferred Stock held by each such holder.

2B. Upon any such liquidation, dissolution or winding up of the Corporation, after the holders of the 10% Cumulative Preferred Stock shall have been paid in full the amounts to which they shall be entitled as aforesaid, the assets of the Corporation then remaining and available for distribution to its stockholders shall be distributed ratably among the holders of Junior Securities of the Corporation based upon the number of shares of Junior Securities held by each such holder.

Written notice of such liquidation, dissolution or winding up, stating a payment date, the amount of the payment and place where the amounts distributable shall be payable shall be mailed by the Corporation by certified or registered mail, return receipt requested, not less than 15 days prior to the payment date stated therein, to each record holder of any Share at the address for such record holder shown on the Corporation's records. Neither the consolidation or merger of the Corporation into or with any other corporation or corporations, nor a reorganization of the Corporation alone, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of any of the provisions of this Part 2.

Part 3. Redemption.

3A. Redemption. The Corporation may at any time redeem all or any portion of the 10% Cumulative Preferred Stock then outstanding at a price per Share equal to the

Redemption Price. Redemptions made pursuant to this Part 3A need not be made ratably among the holders of Shares and may be made from any one or more holders.

3B. Redemption Price. For each Share which is to be redeemed by the Corporation pursuant to this Part 3, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share duly endorsed in blank or accompanied by an appropriate form of assignment) an amount in cash (the "Redemption Price") equal to the Liquidation Value thereof. If the funds of the Corporation legally available for redemption of Shares on the Redemption Date are insufficient to redeem the total number of Shares to be redeemed on such date, those funds which are legally available will be used to redeem the maximum possible number of Shares, ratably among the holders of the Shares to be redeemed based upon the aggregate Liquidation Value of such Shares held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Shares, such funds will immediately be used to redeem the balance of the Shares which the Corporation has become obligated to redeem on the Redemption Date but which it has not redeemed.

3C. Notice of Redemption. Notice of the redemption of the 10% Cumulative Preferred Stock, specifying the time and place of redemption and the Redemption Price shall be mailed by the Corporation by certified or registered mail, return receipt requested, to each holder of record of Shares to be redeemed, at the address for such holder shown on the Corporation's records, not less than 15 days prior to the date on which such redemption is to be made. The notice shall also specify the number of Shares and the certificate numbers thereof which are to be redeemed. In case less than all the Shares represented by any certificate are redeemed, a new certificate representing the unredeemed Shares shall be issued to the holder thereof without cost to such holder.

3D. Determination of the Number of Each Holder's Shares to be Redeemed. Except as otherwise provided herein, the number of Shares of 10% Cumulative Preferred Stock to be redeemed from each holder thereof in redemptions hereunder which are to be made ratably among the holders of Shares shall be the number of Shares determined by multiplying the total number of Shares to be redeemed times a fraction, the numerator of which shall be the total number of Shares then held by such holder and the denominator of which shall be the total number of Shares then outstanding. For redemptions which are not to be made ratably among all holders of Shares, the holders from whom Shares will be redeemed and the number of Shares to be redeemed from each such holder will be determined by the Corporation.

3E. Dividends after Redemption Date. No Share shall be entitled to any dividends accruing after its Redemption Date, and on such Redemption Date all rights of the holder of such Share, as a stockholder of the Corporation by reason of the ownership of such Share, shall cease, except the right to receive the Redemption Price of such Share upon presentation and surrender of the certificate representing such Share, and such Share shall not after such Redemption Date be deemed to be outstanding.

3F. Redeemed or Otherwise Acquired Shares Not to be Reissued. Any Shares which are redeemed or otherwise acquired by the Corporation shall be cancelled and shall not under any circumstances be reissued, sold or transferred by the Corporation.

3G. Other Redemptions or Acquisitions. The Corporation shall neither redeem nor otherwise acquire any 10% Cumulative Preferred Stock except as expressly authorized herein or pursuant to a purchase offer made pro rata to all holders of 10% Cumulative Preferred Stock on the basis of the number of Shares owned by each such holder.

Part 4. Voting Rights.

Except as otherwise provided by law, shares of the 10% Cumulative Preferred Stock shall not entitle the holders thereof to any voting rights.

Part 5. Registration of Transfer.

The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of the 10% Cumulative Preferred Stock. Upon the surrender of any certificate representing shares of the 10% Cumulative Preferred Stock at such place, the Corporation shall, at the request of the registered holder of such certificate, execute and deliver a new certificate or certificates in exchange therefore representing in the aggregate the number of Shares represented by the surrendered certificate (and the Corporation forthwith shall cancel such surrendered certificate), subject to the requirements of applicable securities laws. Each such new certificate shall be registered in such name and shall represent such number of Shares as shall be requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate; and dividends shall be calculated cumulatively on a daily basis on the Shares represented by such new certificate from the date to which dividends have been fully paid on the Shares represented by the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance; provided, however, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of the surrendered certificate.

Part 6. Replacement.

6A. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder, without bond, shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more Shares of the 10% Cumulative Preferred Stock and, in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation, or, in the case of any such mutilation, upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind

representing the number of Shares represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, on which dividends shall be calculated cumulatively on a daily basis from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

6B. The term "*outstanding*" when used in this Subdivision with reference to Shares as of any particular time shall not include any Shares represented by any certificate in lieu of which a new certificate has been executed and delivered by the Corporation in accordance with Part 5 or this Part 6, but shall include only those Shares represented by such new certificate.

Part 7. Definitions.

The following terms shall have the following meanings, which meanings shall be equally applicable to the singular and plural forms of such terms:

"*Business Day*" means any day which is not a Saturday or a Sunday or a bank holiday in Miami, Florida.

"*Junior Securities*" means any equity securities of any kind which the Corporation shall at any time issue or be authorized to issue other than the 10% Cumulative Preferred Stock.

"*Liquidation Value*" of any Share as of any particular date means an amount which shall be equal to \$100.00 plus any unpaid dividends on such Share added to the Liquidation Value of such Share on any Dividend Reference Date pursuant to Part 1 hereof and not thereafter paid, and, in the event of any liquidation, dissolution or winding up of the Corporation or the redemption of such Share, unpaid dividends on such Shares shall be added to the Liquidation Value of such Share on the payment date in any liquidation, dissolution or winding up or on the Redemption Date, as the case may be, accrued cumulatively to the close of business on such payment date or Redemption Date on a daily basis.

"*Redemption Date*" as to any Share means the date specified in the notice of redemption; provided, however, that no such date shall be a Redemption Date unless the applicable Redemption Price is actually paid in full on such date, and if not so paid in full, the Redemption Date shall be the date on which such Redemption Price is fully paid.

Part 8. Amendment and Waiver.

No amendment, modification or waiver of any provision of this Subdivision I (or of the percentage of Shares required to approve such amendment, modification or waiver) shall be binding or effective without the prior written consent of the holders of a majority of the shares of 10% Cumulative Preferred Stock outstanding at the time such action is taken. No amendment, modification or waiver of any provision of this Subdivision I

shall extend to or affect any obligation not expressly amended, modified or waived or impair any right consequent thereon. No course of dealing, and no failure to exercise or delay in exercising any right, remedy, power or privilege under this Subdivision I, shall operate as a waiver, amendment or modification of any provision in this Subdivision I.

Subdivision II. Common Stock.

Part 1. Voting Rights.

Except as otherwise provided by law, the holders of shares of Common Stock shall be entitled to one vote per share on all matters to be voted on by the shareholders of the Corporation.

Part 2. Dividends.

Subject to all of the rights of the 10% Cumulative Preferred stock, such dividend or distribution as may be determined by the Board of Directors of the Corporation may from time to time be declared and paid or made upon the Common Stock out of any source at the time lawfully available for the payment of dividends.

Part 3. Liquidation.

The holders of the Common Stock shall be entitled to share ratably upon any liquidation, dissolution or winding up of the affairs of the Corporation (voluntary or involuntary) in all assets of the Corporation, if any, remaining after payment in full to the holders of the 10% Cumulative Preferred Stock of the preferential amounts to which they are entitled. Neither the consolidation or merger of the Corporation with or into any other corporation or corporations, nor a reorganization of the Corporation alone, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation for the purposes of this Subdivision II.

Part 4. Registration of Transfer.

The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of shares of Common Stock. Upon the surrender of any certificate representing shares of Common Stock at such place, the corporation shall, at the request of the registered holder of such certificate, execute and deliver a new certificate or certificates in exchange therefore representing in the aggregate the number of shares represented by the surrendered certificate (and the Corporation forthwith shall cancel such surrendered certificate), subject to the requirements of applicable securities laws. Each such new certificate shall be registered in such name and shall represent such number of shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost

incurred by the Corporation in connection with such issuance; provided, however, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of the surrendered certificate.

Part 5. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of Common Stock and, in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation, or, in the case of any such mutilation, upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.”

ARTICLE IV
Term of Existence

This Corporation shall have perpetual existence.

ARTICLE V
Board of Directors

The number of directors may be increased or diminished from time to time in accordance with the Bylaws of this Corporation, but shall never be less than one (1).

ARTICLE VI
Conflict of Interest

No contract between this Corporation and another person or entity shall be invalidated by reason of the fact that one or more of the officers or directors of this Corporation are affiliated with or officers or directors of the said other person or entity, or by reason of the fact that one or more of the officers or directors of this Corporation may be the other individual or individuals contracting with this Corporation.

ARTICLE VII
Registered Office and Agent

The street address of the Corporation's registered office in the State of Florida shall be:

1200 South Pine Island Road
Plantation, Florida 33324

The name of the Corporation's registered agent at that address shall be:

C T Corporation System

ARTICLE VIII
Amendment

These Amended and Restated Articles of Incorporation may be amended in the manner provided by law.

ARTICLE IX
Indemnification of Officers and Directors

This Corporation shall indemnify and may insure its officers and directors to the fullest extent permitted by law either now or hereafter.

ARTICLE X
Preemptive Rights

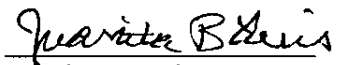
No holder of shares of the capital stock of the Corporation shall have any preemptive or preferential right to subscribe for, purchase or receive any additional shares of capital stock of the Corporation or rights or options to purchase additional shares of capital stock of the Corporation or securities convertible into or carrying rights or options to purchase additional shares of the capital stock of the Corporation.

The foregoing amended and restated Articles of Incorporation are dated as of October 7, 2008.

UnitedHealthcare of Florida, Inc.

By: 

Thomas D. Lewis
President

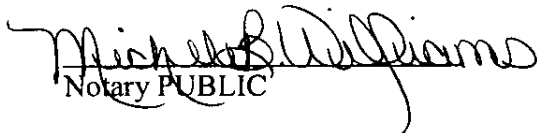
Attest: 

Juanita B. Luis
Assistant Secretary

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

On this day personally appeared before me, Thomas David Lewis, President of UnitedHealthcare of Florida, Inc., a Florida corporation, and acknowledge that he executed the above and foregoing Amended and Restated Articles of Incorporation as such officer for and on behalf of said corporation after having been duly authorized so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the county and state aforesaid, this 24th day of November 2008.


Notary PUBLIC

My Commission Expires: July 2, 2011



MICHELE B. WILLIAMS
MY COMMISSION # DD 691256
EXPIRES: July 2, 2011
Bonded Thru Budget Notary Services



OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY
COMMISSIONER

February 11, 2009

FINANCIAL SERVICES
COMMISSION

CHARLIE CRIST
GOVERNOR

ALEX SINK
CHIEF FINANCIAL OFFICER

BILL MCCOLLUM
ATTORNEY GENERAL

CHARLES BRONSON
COMMISSIONER OF
AGRICULTURE

Ms, Nancy Waskosky
Legal Services Specialist
Legal Services Department (MN008-T202)
9900 Bren Road East
Minnetonka, MN 55343

RE: AMENDMENT OF UNITED HEALTHCARE OF FLORIDA, INC.

Dear Ms. Waskosky:

The Office of Insurance Regulation (Office) has approved the request for a name change from "United HealthCare of Florida, Inc." to "UnitedHealthcare of Florida, Inc".

In order to expedite matters, the Managed Care Entity (MCE) needs to submit a name change endorsement form for approval to the Office. This endorsement will be mailed to each member to notify him or her of the name change.

Pursuant to Section 627.410, Florida Statutes, as a result of this name change, the MCE's policy forms will need to be modified to reflect this name change and must be approved by the Office before they can be used in Florida. The MCE has ten (10) days to select and complete one of the two following options. The first option is for the MCE to submit all forms and rates for individual approval. The second option is for the MCE to enter into a consent order in which the Office approves all prior approved forms and rates under the new name. The MCE may continue to use the old policy forms, with the name change endorsement, for a period of thirty (30) day after the date the Consent Order is executed by this Office or the refiled forms have been approved. When submitting the name change endorsement please state which of these options the MCE will exercise in having its policy forms approved. If option two is chosen, the MCE must provide along with the name change endorsement a list of forms that will be modified with the name change.

Please note: Option two can only be used if the name change is the only modification being made to the form(s).

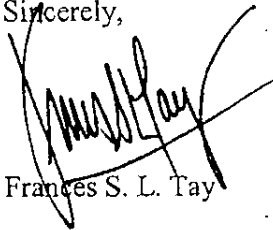
If you have any questions regarding the above, please call the Bureau of Life and Health Forms and Rates at (850) 413-3152.

Mr. Ramon Eduardo Coto
November 6, 2008
Page 2 of 2

Once the above requirement is completed and the MCE has provided all documents required by Florida Administrative Code 69O-191.094(1)(b), the Office will issue a Certificate of Authority with the new name.

Attached is a copy of Florida Administrative Code 69O-191.094 for your convenience. **Please submit all the documents required by Florida Administrative Code.** If there are any questions, please call (850) 413-2462.

Sincerely,

A handwritten signature in black ink, appearing to read "Frances S. L. Tay", is written over a horizontal line.

Frances S. L. Tay

cc: Joe Erhart
FL OIR - Division of Rehabilitation & Liquidation
FL OIR - Legal Affairs
FL OIR - BUREAU OF CONSUMER ASSISTANCE
FL OIR - Agent/Agency Licensing
FL OIR - Bureau of Life & Health Market Conduct
FL OIR - Bureau of Life & Health Forms & Rates
FL OIR - Correspondence File