

Division of Corporations

Page 1 of 1

H57511

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Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet.** Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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To: Division of Corporations  
Fax Number : (850) 617-6380

From: Account Name : WELLCARE HEALTH PLANS, INC.  
Account Number : 120050000188  
Phone : (813) 206-1445  
Fax Number : (813) 865-6799

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 MAY 29 PM 3:15

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: RNEAL@WELLCARE.COM

**MERGER OR SHARE EXCHANGE**  
WellCare of Florida, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$70.00

**EFFECTIVE DATE**  
7-1-12

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Corporate Filing Menu

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May 25, 2012

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

WELLCARE OF FLORIDA, INC.  
8735 HENDERSON ROAD  
TAMPA, FL 33634US

SUBJECT: WELLCARE OF FLORIDA, INC.  
REF: H57511

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

On the agreement and plan of merger, number 6 states the amended and restated articles was dated October 6, 2006 and our records show restated articles were filed on October 5, 2006. Please correct number 6.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Teresa Brown  
Regulatory Specialist II

FAX Aud. #: H12000139307  
Letter Number: 712A00015336

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ARTICLES OF MERGER  
OF  
HEALTHEASE OF FLORIDA, INC.  
WITH AND INTO  
WELLCARE OF FLORIDA, INC.

EFFECTIVE DATE  
7-1-12

To the Florida Department of State, Division of Corporations  
State of Florida

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "**Act**"), The WellCare Management Group, Inc. (the "**Parent**"), WellCare of Florida, Inc. ("**WellCare**") and HealthEase of Florida, Inc. ("**HealthEase**") do hereby submit the following Articles of Merger certifying that the following facts relating to the merger of HealthEase with and into WellCare (the "**Merger**"), are true and correct:

1. The name and state of incorporation of the constituent business corporations participating in the Merger herein certified are:
  - (i) WellCare of Florida, Inc., a corporation duly incorporated and existing under the laws of the State of Florida; and
  - (ii) HealthEase of Florida, Inc., a corporation duly incorporated and existing under the laws of the State of Florida.
2. These Articles of Merger shall become effective on July 1, 2012 at 12:00 a.m. EST (the "**Effective Time**").
3. At the Effective Time, WellCare shall be the surviving corporation of the Merger.
4. The Agreement and Plan of Merger (the "**Agreement**") is attached hereto as Exhibit A.
5. The Agreement was adopted by the board of directors of the Parent on February 9, 2012.
6. The Agreement was adopted by the board of directors of each of WellCare and HealthEase on February 9, 2012.
7. The Agreement was approved by the sole shareholder of each of WellCare and HealthEase on February 8, 2012.

*Remainder of page intentionally left blank.*


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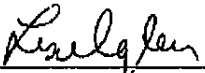
**IN WITNESS WHEREOF**, these Articles of Merger is hereby executed on behalf of each of the constituent entity parties thereto.

Dated: May 25, 2012


**THE WELLCARE MANAGEMENT GROUP, INC.**

By:   
Lisa G. Iglesias, Secretary

**WELLCARE OF FLORIDA, INC.**

By:   
Lisa G. Iglesias, Secretary

**HEALTHSEASE OF FLORIDA, INC.**

By:   
Lisa G. Iglesias, Secretary

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Exhibit A

(((H12000139307 3))) **AGREEMENT AND PLAN OF MERGER**

**FOR THE MERGER OF**

**HEALTH EASE OF FLORIDA, INC.**  
(a Florida corporation)

**WITH AND INTO**

**WELLCARE OF FLORIDA, INC.**  
(a Florida corporation)

**AGREEMENT AND PLAN OF MERGER** is entered into on May 25, 2012 by and among The WellCare Management Group, Inc., a New York corporation, HealthEase of Florida, Inc., a Florida corporation and WellCare of Florida, Inc., a Florida corporation (this "**Agreement**").

**WHEREAS**, Section 607.1101 of the Florida Business Corporation Act (the "**Act**") permits one or more corporations to merge into another corporation if the board of directors of each corporation adopts and its shareholders approve this Agreement.

**WHEREAS**, Section 628.451(b) of the Florida Insurance Code (the "**Code**") requires this Agreement to be adopted by the affirmative vote of seventy-five percent (75%) of the total number of shares outstanding and entitled to vote by the shareholders of record for each of HealthEase of Florida, Inc. ("**HealthEase**") and WellCare of Florida, Inc. ("**WellCare**") and together with HealthEase, the "**Parties**").

**WHEREAS**, The WellCare Management Group, Inc. (the "**Parent**") owns one hundred percent (100%) of the issued and outstanding shares of common stock of each of HealthEase and WellCare.

**WHEREAS**, the Parent, WellCare, HealthEase and the respective directors of each of the Parent, WellCare and HealthEase deem it advisable and to the advantage, welfare, and best interests of said entities to merge HealthEase with and into WellCare pursuant to Section 607.1101 of the Act upon the terms and conditions hereinafter set forth.

**WHEREAS**, the Parent of each of WellCare and HealthEase deem it advisable and to the advantage, welfare, and best interests of said entities to merge HealthEase with and into WellCare pursuant to Section 628.451(b) of the Code upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreement of the parties hereto, being hereunto duly entered into by the Parent, WellCare and HealthEase, this Agreement and the terms and conditions hereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth herein, are hereby determined and agreed upon as hereinafter in this Agreement set forth:

1. HealthEase shall be merged with and into WellCare and the separate existence of HealthEase shall thereupon cease (the "**Merger**"). WellCare shall be the surviving corporation in the Merger and is hereinafter sometimes referred to as the "**Surviving Corporation**."

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Exhibit A

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2. Prior to the filing of this Agreement with the Florida Department of State, Division of Corporations, WellCare shall notify the Florida Office of Insurance Regulation of its intention to enter into the Agreement and shall obtain any necessary approvals. This Agreement will not be deemed effective until the fulfillment of such condition.

3. The Parties shall notify all HealthEase members and all HealthEase providers regarding the Merger in writing, sent by first class mail, not less than 60 days in advance of the Effective Time of the Merger (as defined below).

4. The Merger shall become effective at such time (the "Effective Time") as shall be stated in the Articles of Merger to be filed with the Florida Department of State, Division of Corporations.

5. At the Effective Time, the Merger shall have the effects set forth in Section 607.1106 of the Act, including the following:

(a) the title to all real estate and other property, or any interest therein, owned by each of the Parties is vested in the Surviving Corporation without reversion or impairment;

(b) the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Parties;

(c) any claim existing or action or proceeding pending by or against either of the Parties may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for HealthEase; and

(d) neither the rights of creditors nor any liens upon the property of either of the Parties shall be impaired by the Merger.

6. The present Amended and Restated Articles of Incorporation, dated as of October 5, 2006, as subsequently amended, of WellCare will be the Articles of Incorporation of the Surviving Corporation and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Act.

7. The present Second Amended and Restated Bylaws, dated as of January 30, 2007, of WellCare will be the Bylaws of the Surviving Corporation and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions the bylaws and of the Act.

8. The directors and officers in office of WellCare at the Effective Time of the Merger shall remain as the directors and officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation.

9. At the Effective Time, by virtue of the Merger and without any action on the part of Parent or otherwise: each share of common stock of HealthEase, having a par value of \$0.10 per share, issued and outstanding immediately prior to the Effective Time shall be canceled and retired and no shares of common stock of the Surviving Corporation or any other corporation shall be issuable, and no payment of cash or any other consideration shall be made, with respect thereto.

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Exhibit A

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10. Shareholders of the Parties who, except for the applicability of Section 607.1104 of the Act, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321 of the Act, may be entitled to be paid the fair value of their shares if such shareholder complies with the appraisal rights provisions of the Act.

11. Notwithstanding the full approval and adoption of this Agreement, said Agreement may be amended or terminated by the Parent, in its sole discretion, at any time prior to the filing of the Articles of Merger with the Florida Department of State, Division of Corporations.

*Remainder of page intentionally left blank.*

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**Exhibit A**

((H12000139307 3))

**IN WITNESS WHEREOF**, this Agreement is hereby executed on behalf of each of the constituent entity parties thereto.

**The WellCare Management Group, Inc.,  
a New York corporation**

  
\_\_\_\_\_  
Lisa Iglesias, Secretary

**HealthEase of Florida, Inc.,  
a Florida corporation**

  
\_\_\_\_\_  
Lisa Iglesias, Secretary

**WellCare of Florida, Inc.,  
a Florida corporation**

  
\_\_\_\_\_  
Lisa Iglesias, Secretary

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