

L01000021978

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

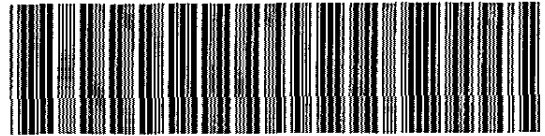
Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

cut

Office Use Only

FF #60
CC 30



300046338783

RECEIVED
05 FEB 16 PM 12:51
DIVISION OF CORPORATIONS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
05 FEB 16 PM 1:00

*Morgan
real
no chgs.*



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 204885 4311639
AUTHORIZATION : *Patricia Pujate*
COST LIMIT : \$ 90.00

ORDER DATE : February 15, 2005
ORDER TIME : 11:41 AM
ORDER NO. : 204885-010
CUSTOMER NO: 4311639
CUSTOMER: Ms. Mary V. Carroll
Akerman Senterfitt & Eidson,
28th Floor
One Southeast Third Avenue
Miami, FL 33131-1714

ARTICLES OF MERGER

FLAQ PHARMACY, INC.

INTO

PRESCRIBIT RX, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
OF
FLAQ PHARMACY, INC.
WITH AND INTO
PRESCRIBIT RX, LLC

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
05 FEB 16 PM 1:50

The following Articles of Merger have been duly adopted and are submitted in accordance with the Florida Business Corporation Act and the Florida Limited Liability Company Act, pursuant to Sections 607.1109 and 608.4382 of the Florida Statutes:

First: The name and jurisdiction of the surviving company ("Surviving Company") is:

<u>Name</u>	<u>Jurisdiction</u>	
PrescriBIT Rx, LLC	Florida	LOI-21978

Second: The name and jurisdiction of the merging corporation ("Merging Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>	
FLAQ Pharmacy, Inc.	Florida	PO4-162509

Third: On the Effective Date (as defined below) of the merger, Merging Corporation shall be merged with and into Surviving Company and the separate existence of Merging Corporation shall cease. Surviving Company is the surviving company of the Merger. A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

Fourth: The Merger shall become effective ("Effective Date") at 11:59 p.m. on the date of filing these Articles of Merger with the Florida Department of State.

Fifth: In accordance with Florida Statutes, Chapter 607, the Plan of Merger was approved by the Board of Directors and the sole shareholder of Merging Corporation by unanimous written consent dated as of December 3, 2004.

Sixth: In accordance with Florida Statutes, Chapter 608, the Plan of Merger was approved (i) by the Board of Managers of Surviving Company by unanimous written consent dated as of December 12, 2004, and (ii) by the members of Surviving Company holding at least a majority of the outstanding equity interests of Surviving Company pursuant to a written consent dated as of December 12, 2004.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of February ____, 2005.

PRESCRIBIT RX, LLC

By: *Lourdes Tome-Rivas*

Name: Lourdes Tome-Rivas

Title: President

FLAQ PHARMACY, INC.

By: _____

Name: Thomas J. Liston

Title:

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of February ____, 2005.

PRESCRIBIT RX, LLC

By: _____

Name: Lourdes Tome-Rivas

Title: President

FLAQ PHARMACY, INC.

By:  _____

Name: Thomas J. Liston

Title: Senior Vice President Strategy and
Corporate Development

EXHIBIT A
PLAN OF MERGER
BETWEEN
PRESCRIBIT RX, LLC
AND
FLAQ PHARMACY, INC.

FILED STATE
SECRETARY OF CORPORATIONS
05 FEB 16 PM 1:00

This Plan of Merger has been approved and adopted by the parties hereto, and is submitted in compliance with Section 607.1108 and 608.438 of the Florida Statutes.

1. **Surviving and Merging Entities.** The name and jurisdiction of the Surviving Company ("Surviving Company") is PrescriBIT RX, LLC, a Florida limited liability company. The name and jurisdiction of the merging corporation ("Merging Corporation") is FLAQ Pharmacy, Inc., a Florida corporation.
2. **Merger.** Subject to the terms and conditions of (a) this Plan of Merger and (b) the Merger Agreement, dated as of December 13, 2004, (the "Agreement"), among Merging Corporation, Humana Inc. ("Parent"), Surviving Company, the representative named therein (the "Representative") and certain members of Surviving Company ("Security Holders"), at the Effective Time (as defined below), Merging Corporation will be merged with and into Surviving Company (the "Merger"). As a result of the Merger, the separate corporate existence of Merging Corporation shall cease and Surviving Company shall continue as Surviving Company and a wholly-owned subsidiary of Parent.
3. **Effective Time.** The Merger shall become effective ("Effective Time") at 11:59 p.m. on the date of filing these Articles of Merger with the Florida Department of State.
4. **Manner of Converting Units.** Subject to the terms and conditions of the Agreement, at the Effective Time by virtue of the Merger and without any action on the part of Surviving Company, Merging Corporation, the Representative, or the Security Holders, the following actions will occur:
 - (a) each issued and outstanding share of common stock, \$1.00 par value, of Merging Corporation shall be converted into one Unit of Surviving Company, and
 - (b) each Unit of Surviving Company issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive an amount in cash equal to the Merger Consideration Per Unit.

5. Manager of Surviving Company. The manager of Surviving Company immediately after the Effective Time shall be the following, until his respective successor is duly elected or appointed and qualified or his respective resignation or removal:

<u>Manager</u>	<u>Business Address</u>
Thomas J. Liston	500 West Main Street Louisville, Kentucky 40202

6. Other Provisions Relating to the Merger.

(a) Consideration for Units. The aggregate consideration to be paid to the Security Holders in the Merger in respect of the Units outstanding immediately prior to the Effective Time shall be the Merger Consideration, as defined in the Agreement.

(b) Payment of Consideration. Subject to the terms and conditions of the Agreement, Parent shall cause to be paid by wire transfer of immediately available funds to accounts designated by the Exchange Agent and the Escrow Agent, as applicable, the Preliminary Merger Consideration as follows:

(i) Subject to the terms of the Agreement, Parent shall deposit the Closing Cash Consideration in trust with the Exchange Agent to be paid to the Security Holders in exchange for Units as provided in the Agreement; and

(ii) Subject to the terms of the Agreement, Parent shall deposit the Indemnity Escrow Fund with the Escrow Agent, to be held, invested and disbursed by Escrow Agent pursuant to the terms of the Escrow Agreement.

7. Articles of Organization of Surviving Company. The Articles of Organization of Surviving Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of Surviving Company from and after the Effective Time and until thereafter changed or amended as provided therein or by applicable law.

8. Operating Agreement of Surviving Company. The Operating Agreement of Surviving Company, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of Surviving Company from and after the Effective Time until thereafter changed or amended as provided therein or by applicable law.

9. Officers of Surviving Company. The officers of Surviving Company immediately after the Effective Time shall be the individuals who are the officers of Merging Corporation immediately prior to the Effective Time, until their respective successors are duly elected or appointed and qualified or their respective resignation or removal.

10. Approval. The Merger has previously been submitted to and approved by the parties' respective Boards of Directors, shareholders, members and/or managers. The proper officers of the parties shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Plan of Merger.

11. Miscellaneous. This Plan of Merger shall be construed in accordance with the laws of the State of Florida. The terms and conditions of this Plan of Merger are solely for the benefit of the parties hereto, and no other person shall have any rights or benefits whatsoever under this Plan of Merger, either as a third party beneficiary or otherwise. This Plan of Merger shall be construed together with and complement the Agreement with respect to the subject matter hereof and thereof. Neither this Plan of Merger nor the Agreement may be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification. This Plan of Merger may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement. Each term which is capitalized but undefined herein shall have the meaning ascribed thereto in the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Merger
as of February __, 2005.

PRESCRIBIT RX, LLC

By: *Loures Tome*

Name: Lourdes Tome-Rivas

Title: President

FLAQ PHARMACY, INC.

By: _____

Name: Thomas J. Liston


Title: *Senior Vice President Strategy and
Corporate Development*

IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Merger
as of February __, 2005.

PRESCRIBIT RX, LLC

By: _____
Name: Lourdes Tome-Rivas
Title: President

FLAQ PHARMACY, INC.

By:  _____
Name: Thomas J. Liston
Title: Senior Vice President Strategy and
Corporate Development