

CCRS  
103 N. MERIDIAN STREET, LOWER LEVEL  
TALLAHASSEE, FL 323  
222-1173

FILING COVER SHEET  
ACCT. #FCA-14

P00000010793

FILED  
00 DEC -1 AM 9:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CONTACT: CINDY HICKS

DATE: ~~11-6-00~~ 12-1-00

300003482809--6  
-12/01/00--01019--008  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

REF. #: 0380

CORP. NAME: Neighborhood Health Partnership  
Jnc

- ARTICLES OF INCORPORATION     ARTICLES OF AMENDMENT     ARTICLES OF DISSOLUTION
- ANNUAL REPORT     TRADEMARK/SERVICE MARK     FICTITIOUS NAME
- FOREIGN QUALIFICATION     LIMITED PARTNERSHIP     LIMITED LIABILITY
- REINSTATEMENT     MERGER     WITHDRAWAL
- CERTIFICATE OF CANCELLATION     UCC-1     UCC-3
- OTHER: \_\_\_\_\_

*8 w sheet*

FILED  
00 DEC 01 AM 9:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE FEES PREPAID WITH CHECK# 9342 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$ \_\_\_\_\_

FILED  
00 DEC -1 AM 9:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

PLEASE RETURN:

- CERTIFIED COPY     CERTIFICATE OF GOOD STANDING     PLAIN STAMPED COPY
- CERTIFICATE OF STATUS

Examiner's Initials \_\_\_\_\_

---

ARTICLES OF MERGER  
Merger Sheet

00 DEC - 1 AM 9:33  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

-----  
MERGING:

NEIGHBORHOOD HEALTH PARTNERSHIP, INC., (N92000000706), A  
FLORIDA NON-PROFIT CORP.

INTO

**NHP SUCCESSOR CORP.**, a Florida entity, P00000010793

File date: December 1, 2000

Corporate Specialist: Buck Kohr

FILED  
00 DEC -1 AM 9:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
NA 2000000706

ARTICLES OF MERGER  
OF  
NEIGHBORHOOD HEALTH PARTNERSHIP, INC.  
INTO  
NHP SUCCESSOR CORP. 9000000610793

Pursuant to the provisions of Chapter 607 and Chapter 617, Florida Statutes, the parties hereto hereby adopt the following Articles of Merger for the purpose of merging them into one corporation:

1. NEIGHBORHOOD HEALTH PARTNERSHIP, INC., a Florida not-for-profit corporation (the "Merging Corporation"), shall be merged with and into NHP SUCCESSOR CORP., a Florida for profit corporation (the "Surviving Corporation"), which shall be the surviving corporation in the merger.

2. The merger shall become effective on the date on which these Articles of Merger are filed with the Florida Department of State (the "Effective Date").

3. The Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date, and as amended by these Articles of Merger, shall remain and be the Articles of Incorporation of the Surviving Corporation.

4. The Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit "A" and made a part hereof, was adopted and approved by the respective Boards of Directors of the Merging Corporation and the Surviving Corporation, as well as by the sole member of the Merging Company and the sole shareholder of the Surviving Corporation, in accordance with applicable law.

5. The name of the Surviving Corporation after the Merger shall be Neighborhood Health Partnership, Inc.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation have caused these Articles of Merger to be executed by their respective officers as of Nov. 6, 2000.

Neighborhood Health Partnership, Inc.

By:

Name: Martin B. Kofsky  
Its: Sr. Vice President

NHP Successor Corp.

By:

Name: Martin B. Kofsky  
Its: Sr. Vice President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of this 8<sup>th</sup> day of May, 2000, by and between Neighborhood Health Partnership, Inc., a Florida not-for-profit corporation ("NHPFL"), NHP Successor Corp., a Florida for-profit corporation ("NHPSC") and their parent corporation, NHP Holding Company, Inc., a Florida for-profit corporation ("NHP Holding").

FILED  
00 DEC 24 AM 9:33  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

WHEREAS, the respective Boards of Directors of NHPFL and NHPSC have determined that it is advisable and in the best interests of each of such corporations that NHPFL merge with and into NHPSC upon the terms and subject to the conditions herein;

WHEREAS, the respective Boards of Directors of NHPFL and NHPSC have, by resolutions duly adopted, approved this Agreement, caused it to be executed by the undersigned officers of NHPFL and NHPSC and submitted it to their parent corporation, whereupon NHP Holding, as the sole member of NHPFL and the sole shareholder of NHPSC, has, by resolutions duly adopted, approved this Agreement in accordance with applicable law; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Merger.** Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 2 of this Agreement), NHPFL will be merged with and into NHPSC and the separate corporate existence of NHPFL will thereupon cease (the "Merger") in accordance with the applicable provisions of the Florida not-for-profit Corporation Act and the Florida Business Corporation Act (the "Acts").

2. **Effective Time.** As soon as practicable after satisfaction or waiver of all conditions to the Merger, NHPFL and NHPSC (the "Constituent Corporations") shall cause Articles of Merger complying with the Acts to be filed with the Secretary of State of the State of Florida, and the Merger will thereupon become effective (the "Effective Time").

3. **Effect of Merger.** The Merger will have the effects specified in the Acts and this Agreement. Without limiting the generality of the foregoing, NHPSC will be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and all of its rights, privileges, powers and franchises, public as well as private, and all of its debts, liabilities and duties as a corporation organized under Florida law, will continue unaffected by the Merger.

00 DEC 11 AM 9:33  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

4. **Conversion of NHPFL Membership Interest.** At the Effective Time, each membership interest in NHPFL outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall be converted into 100,000 shares of the common stock of NHPSC.

5. **Articles of Incorporation and Bylaws.**

a. At the Effective Time, the Articles of Incorporation of NHPSC, as in effect immediately prior to the Effective Time, shall constitute the Articles of Incorporation of the Surviving Corporation and shall continue as in effect immediately prior to the Effective Time until thereafter amended in accordance with its terms and Florida law.

b. At the Effective Time, the Bylaws of NHPSC, as in effect immediately prior to the Effective Time, shall constitute the Bylaws of the Surviving Corporation and shall continue as in effect immediately prior to the Effective Time until thereafter amended in accordance with its terms, the Articles of Incorporation of the Surviving Corporation and Florida law.

c. At the Effective Time, the name of NHPSC shall be changed to Neighborhood Health Partnership, Inc. and the Articles and Bylaws shall be amended accordingly.

6. **Directors and Officers.** The directors and officers of NHPSC immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation, and the Bylaws of the Surviving Corporation and Florida law.

7. **Further Assurances.** If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of NHPFL, or (ii) otherwise carry out the purposes of this Agreement, NHPFL and its officers and directors shall be deemed to have granted to NHPSC an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in NHPSC and otherwise carry out the purposes of this Agreement, and the officers and directors of NHPSC are authorized in the name of NHPFL or otherwise to take any and all such action.

00 DEC 11 9:33  
FILED  
SECRET  
TALLAHASSEE FLORIDA

8. **Conditions Of The Merger.** The consummation of the Merger is subject to the satisfaction of the following conditions prior to the Effective Time: NHPFL and NHPSC shall have received all necessary consents, approvals, licenses and certificates (including, without limitation, a health care provider certificate issued to NHPSC by the Florida Agency for Health Care Administration and a certificate of authority to operate a health maintenance organization issued to NHPSC by the Florida Department of Insurance) that are necessary or appropriate for the consummation of the Merger and all other transactions contemplated thereby.

9. **Amendment; Waiver.** The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement to the full extent permitted by the FBCA at any time prior to the filing of the Articles of Merger as provided in Section 1 hereof in such manner as may be agreed by them in writing or waive any condition set forth herein.

10. **Deferral.** Consummation of the transactions contemplated hereby may be deferred by the Board of Directors of any party hereto or any authorized officer of any party hereto for a reasonable period of time if such Board of Directors or authorized officer determines that such deferral would be in the best interests of such party.

11. **Abandonment.** This Agreement may be terminated and the Merger and other transactions contemplated hereby abandoned at any time, notwithstanding approval by the member of NHPFL and the shareholder of NHPSC, by action of the Board of Directors of any party hereto or any authorized committee thereof, if said Board of Directors or committee determines for any reason that the consummation of the transaction provided for herein would for any reason be inadvisable or not in the best interests of such party, or any regulatory or other consents or approvals deemed necessary or advisable by such Board of Directors or authorized committee thereof have not been obtained within a reasonable time.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, NHPFL, NHPSC and NHP Holding have each caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

**Neighborhood Health Partnership, Inc.**

By: \_\_\_\_\_

Name: Martin B. Kofsky

Title: Sr. Vice President

**NHP Holding Company, Inc.**

By: \_\_\_\_\_

Name: Martin B. Kofsky

Title: Sr. Vice President

**NHP Successor Corp.**

By: \_\_\_\_\_

Name: Martin B. Kofsky

Title: Sr. Vice President

FILED  
00 DEC -1 AM 9:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**GENERAL ASSIGNMENT AND BILL OF SALE**

This General Assignment and Bill of Sale is made pursuant to that certain Agreement and Plan of Merger by and among NHP Holding Company, Inc., Neighborhood Health Partnership, Inc. ("NHP") and NHP Successor Corp. ("NHPSC").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NHP does, upon the merger of NHP into NHPSC, hereby sell, convey, assign, transfer and deliver to NHPSC all of NHP's right title and interest in all of the assets of NHP and each and every contract by and between NHP and any third party, each free and clear of all liens.

EXECUTED: as of the 8<sup>th</sup> day of May, 2000.

By: 

Name: Martin B. Kofsky

Title: Sr. Vice President

**FILED**  
00 DEC - 1 AM 9:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA