

P95000025406

(Requestor's Name)

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(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

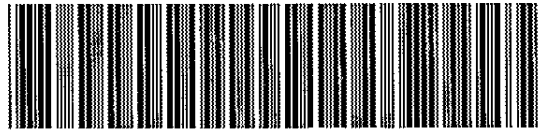
(Business Entity Name)

(Document Number)

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*Merger*

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

02 DEC 31 PM 1:35

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*AR*  
*12/31/02*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

⋮

AMERIGROUP FLORIDA, INC., a Florida corporation P01000100760

INTO

**PHP HOLDINGS, INC.**, a Florida entity, P95000025406

File date: December 31, 2002

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Amount charged: 78.75



ACCOUNT NO. : 072100000032  
REFERENCE : 874334 4311639  
AUTHORIZATION : *Patricia Pijute*  
COST LIMIT : \$ 78.75

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ORDER DATE : December 30, 2002  
ORDER TIME : 10:00 AM  
ORDER NO. : 874334-015  
CUSTOMER NO: 4311639  
CUSTOMER: Ms. Mary V. Carroll  
Akerman Senterfitt & Eidson,  
Floor 28th  
One Southeast Third Avenue  
Miami, FL 33131-1714

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ARTICLES OF MERGER

AMERIGROUP FLORIDA, INC.

INTO

PHP HOLDINGS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap  
EXAMINER'S INITIALS: \_\_\_\_\_

FILED  
02 DEC 31 PM 1:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF  
AMERIGROUP FLORIDA, INC.  
WITH AND INTO  
PHP HOLDINGS, INC.

The following Articles of Merger have been duly adopted and are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes:

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
PHP Holdings, Inc.	Florida	P95000025406

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
AMERIGROUP Florida, Inc.	Florida	P01000100760

**Third:** At the Effective Time (as defined below) of the merger, the Merging Company shall be merged with and into the Surviving Company and the separate existence of the Merging Company shall cease. The Surviving Company is the surviving corporation 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 Time") at 11:59 p.m., on the day these Articles of Merger are filed with the Secretary of State of the State of Florida.

**Fifth:** The Plan of Merger was approved by the Board of Directors and the sole shareholder of the Merging Company by unanimous written consent dated as of August 19, 2002, and August 20, 2002, respectively, in accordance with applicable Florida law.

**Sixth:** In accordance with applicable Florida law, the Plan of Merger was approved (i) unanimously by a meeting of all of the members of the Board of Directors of the Surviving Company held on August 15, 2002, and (ii) by the shareholders of the Surviving Company holding at least a majority of the outstanding capital stock of the Surviving Company pursuant to a written consent dated as of August 20, 2002.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of December 31, 2002.

PHP HOLDINGS, INC.

By:   
Miguel B. Fernandez, President

AMERIGROUP FLORIDA, INC.


By: \_\_\_\_\_  
Stanley F. Baldwin, Senior Vice President

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of December 31, 2002.

PHP HOLDINGS, INC.

By: \_\_\_\_\_  
Miguel B. Fernandez, President

AMERIGROUP FLORIDA, INC.

By:  \_\_\_\_\_  
Stanley F. Baldwin, Senior Vice President  
SECRETARY

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**EXHIBIT A**  
**PLAN OF MERGER**

See attached.

**PLAN OF MERGER  
BETWEEN  
PHP HOLDINGS, INC.  
AND  
AMERIGROUP FLORIDA, INC.**

This Plan of Merger has been approved and adopted by the parties hereto, and is submitted in compliance with Section 607.1101 of the Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

Section 1. Surviving and Merging Corporations. The name and jurisdiction of the surviving corporation ("Surviving Corporation") is PHP Holdings, Inc., a Florida corporation. The name and jurisdiction of the merging corporation ("Merging Corporation") is AMERIGROUP Florida, Inc., a Florida corporation.

Section 2. Merger. Subject to the terms and conditions of (a) this Plan of Merger and (b) the Merger Agreement, dated August 21, 2002, as amended (the "Agreement"), among the Merging Corporation, AMERIGROUP Corporation ("Parent"), the Surviving Corporation and certain shareholders of the Surviving Corporation ("Shareholders"), at the Effective Time (as defined below), the Merging Corporation will be merged with and into the Surviving Corporation (the "Merger"). As a result of the Merger, the separate corporate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue as the surviving corporation.

Section 3. Effective Time. The Merger shall become effective ("Effective Time") on the day the Articles of Merger are filed with the Secretary of State of the State of Florida.

Section 4. Manner of Converting Shares. 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 the Surviving Corporation, Merging Corporation, or the Shareholders, the following actions will occur:

(i) each issued and outstanding share of common stock of Merging Corporation shall be converted into one share of common stock of the Surviving Corporation;

(ii) each issued and outstanding Preferred Share immediately prior to the Effective Time (except for certificates representing Dissenting Shares) shall automatically be cancelled and cease to exist and shall be converted into the right to receive, in cash (out of the Closing Cash Amount), an amount equal to \$100, plus any accrued and unpaid dividends on each Preferred Share up to the Closing Date;

(iii) subject to the provisions of Article IX of the Agreement, each issued and outstanding Share immediately prior to the Effective Time (except for certificates representing Dissenting Shares) shall automatically be cancelled and cease to exist and shall be converted into the right to receive, in cash, an amount equal to the sum of:



- (1) an amount equal to the (i) the difference between the Closing Cash Amount and the Preferred Consideration for all Preferred Shares, divided by (ii) the number of Shares outstanding on the Closing Date;
- (2) an amount equal to the Escrow Amount divided by the number of Shares outstanding on the Closing Date;
- (3) an amount equal to a portion of the Membership Cash Consideration, if any, calculated by dividing the amount of the Membership Cash Consideration by the number of Shares outstanding on the Closing Date;
- (4) plus an amount equal to a portion of the Excess calculated by dividing the amount of the Excess, if any, by the number of Shares outstanding on the Closing Date or minus an amount equal to a portion of the Deficit, if any, calculated by dividing the Deficit by the number of Shares outstanding on the Closing Date;
- (5) plus an amount equal to a portion of the Positive True Up Amount, if any, calculated by dividing the Positive True Up Amount by the number of Shares outstanding on the Closing Date or minus an amount equal to a portion of the Negative True Up Amount, if any, calculated by dividing the Negative True Up Amount by the number of Shares outstanding on the Closing Date, as applicable;
- (6) plus an amount equal to a portion of the Non-Medical Claims Positive True Up Amount, if any, calculated by dividing the Non-Medical Claims Positive True Up Amount by the number of Shares outstanding on the Closing Date or minus an amount equal to a portion of the Non-Medical Claims Negative True Up Amount, if any, calculated by dividing the Non-Medical Claims Negative True Up Amount by the number of Shares outstanding on the Closing Date, as applicable;

in each case rounded to the nearest whole cent and as such shall be reduced from time to time in accordance with the indemnification provisions set forth in Sections 5.3(c), 6.1, and 6.2 of the Agreement or as such may be increased from time to time in accordance with the terms and provisions of the Agreement;

(iv) simultaneously and in connection with the Merger, the Shareholder Receivables shall be assigned by the Surviving Corporation without recourse to the Agent on behalf of the Shareholders and each issued and outstanding Share shall also convert into the right to receive from the payors of the Shareholder Receivables an amount equal to the Shareholder Receivables divided by the number of issued and outstanding Shares; and

(v) each share of the Surviving Corporation's capital stock held in the treasury of the Surviving Corporation or by a subsidiary of the Surviving Corporation

immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holders thereof, be canceled and cease to exist and no payment shall be made with respect thereto.

Section 5. Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Surviving Corporation as in effect immediately before the Effective Time shall be restated in their entirety in the form set forth in Exhibit A.

Section 6. Bylaws. At the Effective Time, the Bylaws of the Surviving Corporation as in effect immediately before the Effective Time shall be deemed restated in their entirety to be identical to the Bylaws of the Merging Corporation as in effect immediately before the Effective Time except that all references to the name of the Merging Corporation shall be changed to refer to the name of the Surviving Corporation.

Section 7. Directors and Officers. At the Effective Time, the directors and officers of the Merging Corporation immediately before the Effective Time shall become the directors and officers, respectively, of the Surviving Corporation.

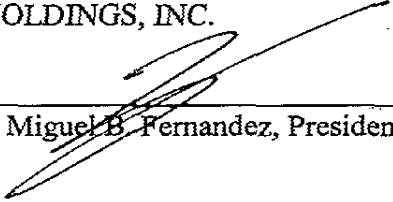
Section 8. Approval. The Merger has previously been submitted to and approved by the parties' Boards of Directors and shareholders. The proper officers of the parties shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Plan of Merger.

Section 9 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 constitutes the complete Plan of Merger and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not 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.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Merger as of December 31, 2002.

PHP HOLDINGS, INC.

By:  \_\_\_\_\_  
Miguel B. Fernandez, President

AMERIGROUP FLORIDA, INC.


By: \_\_\_\_\_  
Stanley F. Baldwin, Senior Vice President

IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Merger as of December 31, 2002.

PHP HOLDINGS, INC.

By: \_\_\_\_\_  
Miguel B. Fernandez, President

AMERIGROUP FLORIDA, INC.

By:  \_\_\_\_\_  
Stanley H. Baldwin, ~~Senior Vice President~~  
Secretary

**EXHIBIT A**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

See attached.

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
PHP HOLDINGS, INC.**

Effective as of December 31, 2002, these Amended and Restated Articles of Incorporation amend and restate in their entirety the Articles of Incorporation of PHP Holdings, Inc., as originally filed on March 30, 1995, and as amended to date:

**ARTICLE I**

The name of the Corporation is PHP HOLDINGS, INC. (the "Corporation").

**ARTICLE II**

The address of the principal office and the mailing address of the Corporation is:

PHP Holdings, Inc.  
c/o AMERIGROUP Florida, Inc.  
Suite 900  
4200 West Cypress Street  
Tampa, Florida 33607

**ARTICLE III**

The capital stock authorized, the par value thereof, and the characteristics of such stock shall be as follows:

Number of Shares <u>Authorized</u>	Par Value <u>Per Share</u>	Class of <u>Stock</u>
1,000	\$1.00	Common

**ARTICLE IV**

Special meetings of the shareholders, for any purpose or purposes, may, unless otherwise prescribed by statute or by the articles of incorporation, be called by the board of directors or the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of shareholders owning not less than one-fifth in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

**ARTICLE V**

The street address of the Corporation's registered office is:

1201 Hayes Street  
Tallahassee, Florida 32301-2607

and the name of the Corporation's registered agent at such office is Corporation Service Company.

**ARTICLE VI**

The number of directors which shall constitute the whole board shall be not less than one nor greater than six. Within such limit, the number of directors shall be determined by resolution of the board of directors or by the shareholders at the annual meeting or at any special meeting of the shareholders. Directors need not be shareholders.

**ARTICLE VII**

The name of the Incorporator is Stanley F. Baldwin and the address of the Incorporator is 4425 Corporation Lane, Virginia Beach, Virginia 23462.

**ARTICLE VIII**

To the fullest extent permitted by these Articles of Incorporation and applicable law, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation (including its employee benefit plans), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action proceedings, had no reasonable cause to believe his conduct was unlawful.

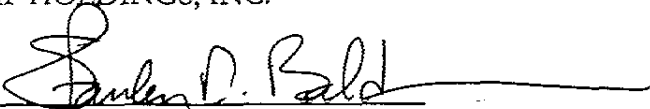
**ARTICLE IX**

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under Florida Statutes.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above, and certifies that (i) the Board of Directors and the holders of Common Stock and Series B Preferred Stock have each approved these Amended and Restated Articles of Incorporation, and in the case of the holders of Common Stock and Series B Preferred Stock the number of votes cast was sufficient for approval and (ii) the information contained herein is true and correct.

PHP HOLDINGS, INC.

By:   
Stanley F. Baldwin  
Secretary

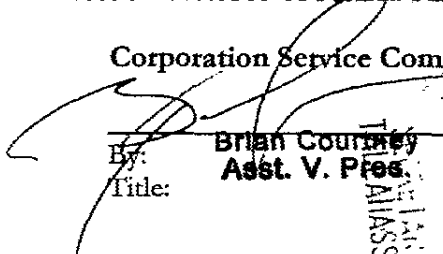


**ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT**

The undersigned, Corporation Service Company, whose business address is 1201 Hayes Street, Tallahassee, Florida 32301-2607, hereby accepts appointment as the registered agent of PHP HOLDINGS, INC., a Florida corporation, and is familiar with and accepts the obligations of such position as provided for in Section 607.0505 of Florida Statutes.

Corporation Service Company

By:  
Title:

  
Brian Courtney  
Asst. V. Pres.

DEC 31 PM 1:35  
TALLAHASSEE, FLORIDA

FILED