

P99000108819

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

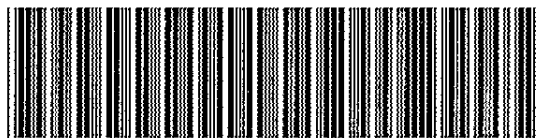
(Business Entity Name)

(Document Number)

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Merge

12/31/02--01020--001 **113.75

RECEIVED
02 DEC 31 AM 8 51
DIVISION OF CORPORATION

Call when
22
Wanda Parsons
TALLAHASSEE FLORIDA
STATE
DEC 31 2002
AM 8 51

ARTICLES OF MERGER
Merger Sheet

MERGING:

BEACON HEALTH PLANS, INC., a Florida corporation P96000011329

HEALTHPLAN SOUTHEAST, INCORPORATED, a Florida corporation H84479

INTO

VISTA HEALTHPLAN, INC., a Florida entity, P99000108819

File date: December 31, 2002

Corporate Specialist: Annette Ramsey

WANDA PARSONS

PENNINGTON LAW FIRM

Requestor's Name

215 S. MONROE ST., 2ND FLOOR

Address

City/State/Zip

Phone #

Office Use Only

SEE
JUDY

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. VISTA HEALTH PLAN
(Corporation Name) (Document #)

2. (Corporation Name) (Document #)

3. (Corporation Name) (Document #)

4. (Corporation Name) (Document #)

Walk in

Pick up time

Certified Copy

Mail out

Will wait

Photocopy

Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Call when ready

ARTICLES OF MERGER
OF
BEACON HEALTH PLANS, INC.
AND
HEALTHPLAN SOUTHEAST, INCORPORATED
INTO
VISTA HEALTHPLAN, INC.

FILED
02 DEC 31 AM 11:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, VISTA HEALTHPLAN, INC., a corporation organized under the laws of the State of Florida, (the "Surviving Corporation"), together with BEACON HEALTH PLANS, INC., a Florida corporation ("Beacon"), and HEALTHPLAN SOUTHEAST, INCORPORATED, a Florida corporation ("HPSE") (Beacon and HPSE, collectively, the "Merging Corporations"), hereby submit these Articles of Merger for the purpose of merging the Merging Corporations into the Surviving Corporation:

I.

The Plan of Merger attached hereto as Exhibit A was duly approved in the manner prescribed by law by each of the corporations participating in the merger.

II.

With respect to the Surviving Corporation, shareholder approval was obtained for the merger, in accordance with Section 607.1103 of the Florida Statutes and the articles of incorporation and bylaws then in effect for the Surviving Corporation with respect to such transactions, on the 12th day of December, 2002.

III.

With respect to Beacon, shareholder approval was obtained for the merger, in accordance with Section 607.1103 of the Florida Statutes and the articles of incorporation and bylaws then in effect for Beacon with respect to such transactions, on the 12th day of December, 2002.

IV.

With respect to HPSE, shareholder approval was obtained for the merger, in accordance with Section 607.1103 of the Florida Statutes and the articles of incorporation and bylaws then in effect for HPSE with respect to such transactions, on the 12th day of December, 2002.

V.

The merger will become effective upon the filing of these Articles of Merger in the Office of the Secretary of State of Florida.

This the 12th day of December, 2002.

VISTA HEALTHPLAN, INC.

By: 
Ronald J. Bording, President

BEACON HEALTH PLANS, INC.

By: 
Ronald J. Bording, President

HEALTHPLAN SOUTHEAST, INCORPORATED

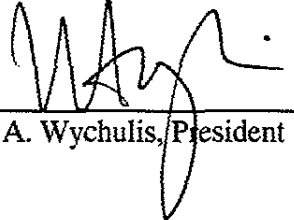
By: 
Robert A. Wychulis, President

EXHIBIT A

PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") is made and entered into as of the 12 day of December, 2002, by and between VISTA HEALTHPLAN, INC. (f/k/a HIP Health Plan of Florida, Inc.), a Florida corporation (the "Surviving Corporation"), BEACON HEALTH PLANS, INC., a Florida corporation ("Beacon"), and HEALTHPLAN SOUTHEAST, INCORPORATED, a Florida corporation ("HPSE," Beacon and HPSE, collectively, the "Merging Corporations"), the three corporations being hereinafter sometimes called the "Constituent Corporations."

PREMISES

WHEREAS, the Boards of Directors of the Surviving Corporation and the Merging Corporations, respectively, deem it advisable and generally to the advantage, best interest and welfare of the Constituent Corporations and their respective shareholders that the Merging Corporations merge with the Surviving Corporation under and pursuant to the provisions of Chapter 607 of the Florida Statutes.

NOW, THEREFORE, on the stated premises and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Merger. Pursuant to the terms and conditions of this Agreement, the Merging Corporations will merge into the Surviving Corporation (the "Merger") effective as of the Effective Date (defined below). Upon the Merger becoming effective, the corporate existence of the Surviving Corporation will continue and the corporate existence of the Merging Corporations shall cease.
2. Required Approvals. Notwithstanding any other provision of this Agreement, the consummation of the Merger is expressly contingent upon, and the Articles of Merger shall not be filed and the Merger shall not become effective unless and until, any and all required governmental approvals for the Merger have been received by the Constituent Corporations, including, but not limited to, any approval for the Merger required by the Department of Insurance for the State of Florida.
3. Effective Date. This Agreement is entered into as of the date first above written subject to approval by the shareholders of the Constituent Corporations. After approval by the shareholders of the Constituent Corporations, Articles of Merger shall be filed in the office of the Secretary of State of the State of Florida. The Merger shall be effective upon the filing of Articles of Merger in the office of the Secretary of State of the State of Florida (the "Effective Date").
4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance

with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation upon any shareholder or director or officer of the Surviving Corporation or upon any other person whomsoever are subject to this reserved power. Such Articles of Incorporation shall constitute the Articles of Incorporation of the Surviving Corporation separate and apart from this Agreement and may be separately certified as the Articles of Incorporation of the Surviving Corporation.

5. Bylaws. The Bylaws of the Surviving Corporation shall be the Bylaws of the Surviving Corporation following the Effective Date unless and until the same shall thereafter be amended or repealed in accordance with the provisions thereof, the Articles of Incorporation or Chapter 607 of the Florida Statutes.

6. Conversion and Exchange of Shares. On the Effective Date, the outstanding shares of the Constituent Corporations will be converted and exchanged so that, following the Merger, the total issued and outstanding shares of the Surviving Corporation shall be One Thousand (1,000) shares of common stock, as follows:

a. Vista Shares. Each of the One Thousand (1,000) currently outstanding shares of common stock of Surviving Corporation shall be converted into and exchanged for 0.614 outstanding shares of common stock of the Surviving Corporation, so that the current shareholder of the Surviving Corporation shall be the owner of Six Hundred Fourteen (614) shares of common stock of the Surviving Corporation following the Merger.

b. Beacon Shares. Each of the One Hundred (100) currently outstanding shares of common stock of Beacon shall be converted into and exchanged for 1.19 outstanding shares of common stock of the Surviving Corporation, so that the shareholder of Beacon shall be the owner of One Hundred Nineteen (119) shares of common stock of the Surviving Corporation following the Merger.

c. HPSE Shares. Each of the Thirty Five Thousand (35,000) currently outstanding shares of common stock of HPSE shall be converted into and exchanged for 0.0076 outstanding shares of common stock of the Surviving Corporation, so that the shareholder of HPSE shall be the owner of Two Hundred Sixty Seven (267) shares of common stock of the Surviving Corporation following the Merger.

d. Surrender of Share Certificates. The holder of each certificate representing the shares to be converted or exchanged in the Merger will surrender such certificate for cancellation and after the Effective Date will be entitled to receive in exchange therefor a certificate or certificates representing the number of shares to which such holder is entitled under this Agreement. Until so surrendered, the outstanding certificate that prior to the Effective Date represented shares of the Constituent Corporations will be deemed for all purposes to evidence ownership of the consideration to be issued for such shares under this Agreement.

7. Directors and Officers. Upon the Effective Date, each of the current directors and officers of the Surviving Corporation shall remain the directors and officers of the Surviving Corporation and shall serve until their successors have been duly elected or appointed and qualified

or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

8. Rights and Liabilities of Surviving Corporation. At and after the Effective Date the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of both the Merging Corporations and the Surviving Corporation; all debts due to either of the Constituent Corporations on whatever account shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers, and franchises, and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporation; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert to or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the constituent corporations shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the Merger; all debts, liabilities and duties of the respective Constituent Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

9. Book Entries. The Merger contemplated hereby shall be treated as a pooling of interests and as of the Effective Date the assets and liabilities of the Merging Corporations shall be recorded at the amounts at which they are carried on the books of the Merging Corporations immediately prior to the Effective Date.

10. Service of Process on Surviving Corporation. The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of either of the Merging Corporations, as well as for the enforcement of any obligation of the Surviving Corporation arising from the Merger, and hereby irrevocably appoints Gerald M. Cohen, esquire, as its agent to accept service of process in any suit or proceeding.

11. Payment to Dissenting Shareholders. The Surviving Corporation agrees to pay dissenting shareholders of the Constituent Corporations any amounts to which they are entitled upon exercise of dissenters' rights under Sections 607.1301, 607.1302 and 607.1320 of Chapter 607 of the Florida Statutes.

12. Authority. This Agreement has been approved and adopted by the Boards of Directors of the Constituent Corporations and shall be submitted for consideration and the requisite vote or consent by the shareholders of the Constituent Corporations, in accordance with the requirements of the applicable provisions of the laws of the State of Florida. This Agreement, upon becoming one duly adopted and authorized by the shareholders of the Constituent Corporations, shall be certified, executed and acknowledged in accordance with Chapter 607 of the Florida Statutes and shall be filed by the appropriate officers of the Constituent Corporations, all in accordance with the applicable provisions of Chapter 607 of the Florida Statutes. Additionally, the

officers of the Constituent Corporations shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement effective, including the filing of Articles of Merger in the office of the Secretary of State of Florida.

13. Termination. This Agreement may be terminated and abandoned by action of the Board of Directors of any of the Constituent Corporations at any time prior to the Effective Date, whether before or after approval by the shareholders of the Constituent Corporations.

14. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Corporation any right, title or interest of the Merging Corporations held immediately prior to the Effective Date or otherwise carry out the intent and purposes of this Agreement, the Merging Corporations and their respective proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in the Surviving Corporation as shall be necessary to carry out the purposes of this Agreement, and the Surviving Corporation and the proper officers and directors thereof are hereby specifically authorized as attorneys-in-fact of the Merging Corporations (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments, and assurances of law and to do all such other acts, in the name and on behalf of the Merging Corporations or otherwise, as those officers shall deem necessary or appropriate.

15. Waiver. Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

EXHIBIT A

PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") is made and entered into as of the 12 day of December, 2002, by and between VISTA HEALTHPLAN, INC. (f/k/a HIP Health Plan of Florida, Inc.), a Florida corporation (the "Surviving Corporation"), BEACON HEALTH PLANS, INC., a Florida corporation ("Beacon"), and HEALTHPLAN SOUTHEAST, INCORPORATED, a Florida corporation ("HPSE," Beacon and HPSE, collectively, the "Merging Corporations"), the three corporations being hereinafter sometimes called the "Constituent Corporations."

PREMISES

WHEREAS, the Boards of Directors of the Surviving Corporation and the Merging Corporations, respectively, deem it advisable and generally to the advantage, best interest and welfare of the Constituent Corporations and their respective shareholders that the Merging Corporations merge with the Surviving Corporation under and pursuant to the provisions of Chapter 607 of the Florida Statutes.

NOW, THEREFORE, on the stated premises and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Merger. Pursuant to the terms and conditions of this Agreement, the Merging Corporations will merge into the Surviving Corporation (the "Merger") effective as of the Effective Date (defined below). Upon the Merger becoming effective, the corporate existence of the Surviving Corporation will continue and the corporate existence of the Merging Corporations shall cease.
2. Required Approvals. Notwithstanding any other provision of this Agreement, the consummation of the Merger is expressly contingent upon, and the Articles of Merger shall not be filed and the Merger shall not become effective unless and until, any and all required governmental approvals for the Merger have been received by the Constituent Corporations, including, but not limited to, any approval for the Merger required by the Department of Insurance for the State of Florida.
3. Effective Date. This Agreement is entered into as of the date first above written subject to approval by the shareholders of the Constituent Corporations. After approval by the shareholders of the Constituent Corporations, Articles of Merger shall be filed in the office of the Secretary of State of the State of Florida. The Merger shall be effective upon the filing of Articles of Merger in the office of the Secretary of State of the State of Florida (the "Effective Date").
4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance

with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation upon any shareholder or director or officer of the Surviving Corporation or upon any other person whomsoever are subject to this reserved power. Such Articles of Incorporation shall constitute the Articles of Incorporation of the Surviving Corporation separate and apart from this Agreement and may be separately certified as the Articles of Incorporation of the Surviving Corporation.

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d. Surrender of Share Certificates. The holder of each certificate representing the shares to be converted or exchanged in the Merger will surrender such certificate for cancellation and after the Effective Date will be entitled to receive in exchange therefor a certificate or certificates representing the number of shares to which such holder is entitled under this Agreement. Until so surrendered, the outstanding certificate that prior to the Effective Date represented shares of the Constituent Corporations will be deemed for all purposes to evidence ownership of the consideration to be issued for such shares under this Agreement.

7. Directors and Officers. Upon the Effective Date, each of the current directors and officers of the Surviving Corporation shall remain the directors and officers of the Surviving Corporation and shall serve until their successors have been duly elected or appointed and qualified

or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

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officers of the Constituent Corporations shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement effective, including the filing of Articles of Merger in the office of the Secretary of State of Florida.

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15. Waiver. Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party to whom such compliance is owed.