

406663



ACCOUNT NO. : 072100000032

REFERENCE : 652691 4326591

AUTHORIZATION :

COST LIMIT

*Patricia Leggett*

ORDER DATE : December 30, 1997

ORDER TIME : 11:02 AM

ORDER NO. : 652691-005

200002386052--9

CUSTOMER NO: 4326591

CUSTOMER: Mr. Cody Waters  
Fowler White Gillen Boggs  
501 East Kennedy Boulevard  
Suite 1700  
Tampa, FL 33602

ARTICLES OF MERGER

HARRINGTON SERVICES CORPORATIO

INTO

HEALTHPLAN SERVICES, INC.

**EFFECTIVE DATE**  
DEC 31 1997

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
PLAIN STAMPED COPY

CONTACT PERSON: Daniel W Leggett

EXAMINER'S INITIALS:

FILED  
97 DEC 30 PM 3:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*12/31*  
*Jon Merges*  
*J. Leggett*  
97 DEC 30 PM 12:19  
SECRETARY OF STATE

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

HARRINGTON SERVICES CORPORATION, a Delaware corporation, not  
qualified in Florida

INTO

**HEALTHPLAN SERVICES, INC.**, a Florida corporation, 406663

File date: December 30, 1997, effective December 31, 1997

Corporate Specialist: Joy Moon-French

Account number: 072100000032

Account charged: 122.50

ARTICLES OF MERGER  
OF  
HEALTHPLAN SERVICES, INC.  
AND

HARRINGTON SERVICES CORPORATION

**FILED**  
97 DEC 30 PM 3:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

To the Secretary of State  
of the State of Florida

**EFFECTIVE DATE**  
DEC 31 1997

The following Articles of Merger are executed for the purpose of merging HARRINGTON SERVICES CORPORATION, a Delaware corporation (the "Merged Corporation"), into HEALTHPLAN SERVICES, INC., a Florida corporation (the "Surviving Corporation")


1. The Agreement and Plan of Merger is attached hereto as *Exhibit A*.

2. The Plan of Merger for merging the Merged Corporation into the Surviving Corporation was approved by the Stockholders of the Merged Corporation on December 29, 1997; and by the Stockholders of the Surviving Corporation on December 29, 1997.

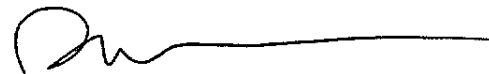
3. The effective date of the merger in the State of Florida and State of Delaware herein provided shall be December 31, 1997.

Executed on December 29, 1997.

HEALTHPLAN SERVICES, INC.

By:   
Phillip S. Dingle, Secretary

HARRINGTON SERVICES CORPORATION

By:   
Phillip S. Dingle,  
Assistant Secretary

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, ("Agreement") is made and entered into this 29<sup>th</sup> day of December 1997 by and among HEALTHPLAN SERVICES, INC. a Florida corporation ("HPS"), HARRINGTON SERVICES CORPORATION, a Delaware corporation ("HSC"), R.E. HARRINGTON, INC., a Delaware corporation ("REH"), CONSOLIDATED GROUP, INC., a Massachusetts corporation ("CGI") and THIRD PARTY CLAIMS MANAGEMENT, INC., a Connecticut corporation ("TPCM").

### A. MERGER OF REH INTO HSC

1. Pursuant to the provisions of the General Corporation Law of the State of Delaware, REH shall be merged with and into HSC effective December 31, 1997. HSC shall be the surviving corporation (hereinafter the "Surviving Corporation").

2. The Articles of Incorporation of HSC as in effect immediately prior to the effective time of the merger shall be the Articles of Incorporation of the Surviving Corporation, and such Articles of Incorporation shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the General Corporate Law of the State of Delaware.

3. The Bylaws of HSC as in effect immediately prior to the effective time of the merger shall be the Bylaws of the Surviving Corporation, and such Bylaws shall continue in full force and effect until further amended and changed in the manner prescribed by the General Corporate Law of the State of Delaware and the Articles of Incorporation and Bylaws of the Surviving Corporation.

4. The directors and officers of HSC immediately prior to the effective time of the merger shall be the directors and officers of the Surviving Corporation, all of whom shall hold their respective offices 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.

5. In light of the fact that HSC is the sole shareholder of REH at the effective time of the merger, each of the issued and outstanding shares of common stock of REH shall be canceled and shall represent the right to receive no consideration.

6. HSC and REH agree that they will cause to be executed and filed and/or recorded any document or documents required by the laws of the State of Delaware to be executed, filed, and/or recorded by them, and that they will cause to be performed all acts necessary to consummate the merger under this Section A of this Agreement.

## B. MERGER OF HSC INTO HPS

1. Immediately following the merger provided for under Section A of this Agreement and pursuant to the provisions of the Florida Business Corporation Act and the General Corporation Law of the State of Delaware, HSC shall be merged with and into HPS effective December 31, 1997. HPS shall be the surviving corporation (hereinafter the "Surviving Corporation").

2. The Articles of Incorporation of HPS as in effect immediately prior to the effective time of the merger shall be the Articles of Incorporation of the Surviving Corporation, and such Articles of Incorporation shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the Florida Business Corporation Act.

3. The Bylaws of HPS as in effect immediately prior to the effective time of the merger shall be the Bylaws of the Surviving Corporation, and such Bylaws shall continue in full force and effect until further amended and changed in the manner prescribed by the Florida Business Corporation Act and the Articles of Incorporation and Bylaws of the Surviving Corporation.

4. The directors and officers of HPS immediately prior to the effective time of the merger shall be the directors and officers of the Surviving Corporation, all of whom shall hold their respective offices 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.

5. In light of the fact that the sole shareholder of HSC is also the sole shareholder of HPS, at the effective time of the merger, each of the issued and outstanding shares of common stock of HSC shall be canceled and shall represent the right to receive no consideration.

6. HPS agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of HSC, as well as for the enforcement of any obligation of HPS arising from the merger contemplated hereby, and it hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceeding. 3501 Frontage Road, Tampa, FL 33607, Attn: General Counsel, is the address of HPS to which a copy of any such process shall be mailed by said Secretary of State of Delaware.

7. HPS and HSC agree that they will cause to be executed and filed and/or recorded any document or documents required by the laws of the State of Florida or the State of Delaware to be executed, filed, and/or recorded by them, and that they will cause to be performed all acts necessary to consummate the merger under this Section B of this Agreement.

### C. MERGER OF CGI INTO HPS

1. Pursuant to the provisions of the Florida Business Corporation Act and the General Laws of the State of Massachusetts, CGI shall be merged with and into HPS, effective December 31, 1997. HPS shall be the surviving corporation (hereinafter the "Surviving Corporation").

2. The Articles of Incorporation of HPS as in effect immediately prior to the effective time of the merger shall be the Articles of Incorporation of the Surviving Corporation, and such Articles of Incorporation shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the Florida Business Corporation Act.

3. The Bylaws of HPS as in effect immediately prior to the effective time of the merger shall be the Bylaws of the Surviving Corporation, and such Bylaws shall continue in full force and effect until further amended and changed in the manner prescribed by the Florida Business Corporation Act and the Articles of Incorporation and Bylaws of the Surviving Corporation.

4. The directors and officers of HPS immediately prior to the effective time of the merger shall be the directors and officers of the Surviving Corporation, all of whom shall hold their respective offices 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.

5. In light of the fact that the sole shareholder of CGI is also the sole shareholder of HPS, at the effective time of the merger, each of the issued and outstanding shares of common stock of CGI shall be canceled and shall represent the right to receive no consideration.

6. The Surviving Corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent domestic corporation, any prior obligation of any constituent foreign corporation qualified under Chapter 181 of the General Laws of Massachusetts, and any obligation thereafter incurred by HPS, including the obligation created by Chapter 156B Section 85 of the General Laws of Massachusetts, so long as any liability remains outstanding against the corporation in Massachusetts, and HPS irrevocably appoints the state secretary of Massachusetts as its agent to accept service of process in any action for the enforcement of such obligation in the same manner as provided in Chapter 181 of the General Laws of Massachusetts.

7. HPS and CGI agree that they will cause to be executed and filed and/or recorded any document or documents required by the laws of the State of Florida or the State of Massachusetts to be executed, filed, and/or recorded by them, and that they will cause to be performed all acts necessary to consummate the merger under this Section C of this Agreement.

D. MERGER OF TPCM INTO HPS

1. Pursuant to the provisions of the Florida Business Corporation Act and the Connecticut Stock Corporation Act, TPCM shall be merged with and into HPS effective December 31, 1997. HPS shall be the surviving corporation (hereinafter the "Surviving Corporation").

2. The Articles of Incorporation of HPS as in effect immediately prior to the effective time of the merger shall be the Articles of Incorporation of the Surviving Corporation, and such Articles of Incorporation shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the Florida Business Corporation Act.

3. The Bylaws of HPS as in effect immediately prior to the effective time of the merger shall be the Bylaws of the Surviving Corporation, and such Bylaws shall continue in full force and effect until further amended and changed in the manner prescribed by the Florida Business Corporation Act and the Articles of Incorporation and Bylaws of the Surviving Corporation.

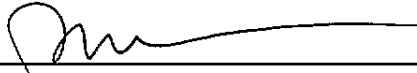
4. The directors and officers of HPS immediately prior to the effective time of the merger shall be the directors and officers of the Surviving Corporation, all of whom shall hold their respective offices until their successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

5. In light of the fact that HPS is the sole shareholder of TPCM at the effective time of the merger, each of the issued and outstanding shares of common stock of TPCM shall be canceled and shall represent the right to receive no consideration.


6. HPS and TPCM agree that they will cause to be executed and filed and/or recorded any document or documents required by the laws of the State of Florida and the State of Connecticut to be executed, filed, and/or recorded by them, and that they will cause to be performed all acts necessary to consummate the merger under this Section D of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date first set forth above.


HEALTHPLAN SERVICES, INC.

By:   
Phillip S. Dingle, Secretary

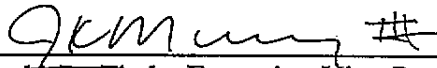
HARRINGTON SERVICES CORPORATION


By:   
Phillip S. Dingle, Assistant Secretary

R.E. HARRINGTON, INC.

By:   
Phillip S. Dingle, Assistant Secretary

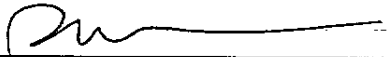
CONSOLIDATED GROUP, INC.

By:   
~~Donald R. Fitch~~, Executive Vice President  
James K. Murray III

By:   
Phillip S. Dingle, Assistant Clerk

[Corporate Seal]

THIRD PARTY CLAIMS MANAGEMENT, INC.

By:   
Phillip S. Dingle, Secretary