

F 98000005581



ACCOUNT NO. : 072100000032

REFERENCE : 571115 4352697

AUTHORIZATION : *Patricia Pigato*

COST LIMIT : \$ 105.00
~~4140.00~~

FILED
2002 JAN -2 AM 11:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 31, 2001

ORDER TIME : 9:10 AM

ORDER NO. : 571115-015

CUSTOMER NO: 4352697

CUSTOMER: Ms. Mindy Crosby
Humana Inc.
500 West Main Street
P.O. Box 1438
Louisville, KY 40202

RECEIVED
02 JAN -2 AM 9:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

JACOBSON MEDICAL GROUP, INC.
JACOBSON MEDICAL GROUP-ORLANDO
INC.

INTO

400004746524--6

THE JACOBSON MANAGEMENT GROUP,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Norma Hull

C. Coulllette JAN 02 2002

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

JACOBSON MEDICAL GROUP, INC., a Florida corporation, P97000015358

JACOBSON MEDICAL GROUP-ORLANDO, INC., a Florida corporation,
P98000050205

JACOBSON M.S.O. TEXAS, INC., a Delaware corporation not qualified

into

THE JACOBSON MANAGEMENT GROUP, INC., a Delaware entity
F98000005581.

File date: January 2, 2002

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Amount charged: 140.00

ARTICLES OF MERGER

OF

JACOBSON M.S.O. TEXAS, INC.
A Delaware Corporation

JACOBSON MEDICAL GROUP, INC.
A Florida Corporation

JACOBSON MEDICAL GROUP-ORLANDO, INC.
A Florida Corporation

INTO

THE JACOBSON MANAGEMENT GROUP, INC.
A Delaware Corporation

FILED
2002 JAN -2 AM 11:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following domestic and foreign corporations herein named do hereby adopt the following Certificate of Merger and hereby file it pursuant to Chapter 607 of the Corporation Law of Florida and Section 252 of the General Corporation Law of Delaware and the requirements thereof:

1. The Agreement and Plan of Merger ("Plan") as set forth in Exhibit A, attached hereto, and made a part hereof, for merging JACOBSON M.S.O. TEXAS, INC., a Delaware Corporation, JACOBSON MEDICAL GROUP, INC., a Florida Corporation, and JACOBSON MEDICAL GROUP-ORLANDO, INC., a Florida Corporation, into THE JACOBSON MANAGEMENT GROUP, INC., a Delaware Corporation, was approved by Unanimous Written Consent of the Board of Directors of JACOBSON M.S.O. TEXAS, INC., JACOBSON MEDICAL GROUP, INC., and JACOBSON MEDICAL GROUP-ORLANDO, INC. dated December 19, 2001, and approved by Unanimous Written Consent of the Board of Directors of THE JACOBSON MANAGEMENT GROUP, INC., dated December 19, 2001.

2. The merger of JACOBSON M.S.O. TEXAS, INC., JACOBSON MEDICAL GROUP, INC., and JACOBSON MEDICAL GROUP-ORLANDO, INC. into THE JACOBSON MANAGEMENT GROUP, INC. is permitted by the laws of the jurisdiction of organization of JACOBSON M.S.O. TEXAS, INC., JACOBSON MEDICAL GROUP, INC., and JACOBSON MEDICAL GROUP-ORLANDO, INC. AND by the laws of the jurisdiction of organization of THE JACOBSON MANAGEMENT GROUP, INC. and has been authorized in compliance with said laws.

3. THE JACOBSON MANAGEMENT GROUP, INC. shall be the surviving corporation of said merger.

4. The Articles of Incorporation of THE JACOBSON MANAGEMENT GROUP, INC., as filed with the Delaware Secretary of State and incorporated herein by reference, shall be the Articles of Incorporation of the surviving corporation. No changes or amendments shall be made to the Articles of Incorporation because of the merger.

5. The Plan was approved by unanimous written consent of the shareholders of each of the undersigned corporations, and:

- (i) the designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan as to each corporation were:

<u>Name of Corporation</u>	<u>Designation</u>	<u>Number of Outstanding Shares</u>	<u>Number of Votes Entitled to be Cast</u>
JACOBSON M.S.O. TEXAS, INC.	Common	1,000	1,000
JACOBSON MEDICAL GROUP, INC.	Common	100	100
JACOBSON MEDICAL GROUP-ORLANDO, INC.	Common	1,000	1,000
THE JACOBSON MANAGEMENT GROUP, INC.	Common	10,200,000	10,200,000
	Preferred	3,000,000	3,000,000

- (ii) the total number of undisputed votes represented by the unanimous written consent of the sole shareholder, cast for the Plan separately by each voting group was:

<u>Name of Corporation</u>	<u>Voting Group</u>	<u>Total Number of Undisputed Votes Cast For the Plan</u>
JACOBSON M.S.O. TEXAS, INC.	Common	1,000
JACOBSON MEDICAL GROUP, INC.	Common	100

JACOBSON MEDICAL GROUP-ORLANDO, INC.	Common	1,000
THE JACOBSON MANAGEMENT GROUP, INC.	Common	10,200,000
	Preferred	3,000,000

and the action being unanimous, the number of votes cast for the Plan by each voting group was sufficient for approval by that group.

6. A copy of the Plan will be maintained in the files of THE JACOBSON MANAGEMENT GROUP, INC., the surviving corporation, at 500 West Main Street, Louisville, Kentucky 40202.

7. A copy of the Plan will be provided to the State of Delaware Department of State and the Florida Secretary of State.

8. JACOBSON MEDICAL GROUP, INC., and JACOBSON MEDICAL GROUP-ORLANDO, INC. may be served with process in the State of Florida, and the Secretary of State of Florida is irrevocably appointed to accept service of process, in any proceeding based upon any cause of action against JACOBSON MEDICAL GROUP, INC., and JACOBSON MEDICAL GROUP-ORLANDO, INC. arising in Florida. Service of Process may be forwarded to the following address: attn: Walter E. Neely, Law Department, 500 West Main Street, Louisville, Kentucky, 40202.

9. JACOBSON M.S.O. TEXAS, INC., JACOBSON MEDICAL GROUP, INC., and JACOBSON MEDICAL GROUP-ORLANDO, INC. may be served with process in the State of Delaware, and the Secretary of State of Delaware is irrevocably appointed to accept service of process, in any proceeding based upon any cause of action against JACOBSON M.S.O. TEXAS, INC., JACOBSON MEDICAL GROUP, INC., and JACOBSON MEDICAL GROUP-ORLANDO, INC. arising in Delaware. Service of Process may be forwarded to the following address: attn: Walter E. Neely, Law Department, 500 West Main Street, Louisville, Kentucky, 40202.

10. The effective time and date of the merger in the State of Delaware shall be at the close of business on December 31, 2001 and in the State of Florida shall be effective upon filing with the Secretary of State.

11. This Plan has been approved, adopted, certified, executed and acknowledged by each constituent entity.

Dated as of this 27th day of December, 2001.

SIGNATURES

JACOBSON M.S.O. TEXAS, INC.

By: _____

**Walter E. Neely
Vice President**

JACOBSON MEDICAL GROUP, INC.

By: _____

**Walter E. Neely
Vice President**

JACOBSON MEDICAL GROUP-ORLANDO, INC.

By: _____

**Walter E. Neely
Vice President**

THE JACOBSON MANAGEMENT GROUP, INC.

By: _____

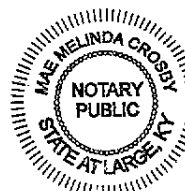
**Walter E. Neely
Vice President**

State of: Kentucky } ss
County of: Jefferson

I, Mae Melinda Crosby, a Notary Public, do hereby certify that on the 27th day of December, 2001, personally appeared before me Walter E. Neely who declares he is the Vice President of Jacobson M.S.O. Texas, Inc., Jacobson Medical Group, Inc., Jacobson Medical Group-Orlando, Inc., and The Jacobson Management Group, Inc. executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing documents in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

**Mae Melinda Crosby
Notary Public**



Mae Melinda Crosby, Notary Public
State at Large
Kentucky
My Commission Expires Nov. 25, 2002

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of December 27, 2001, by and between JACOBSON M.S.O. TEXAS, INC., a Delaware Corporation, JACOBSON MEDICAL GROUP, INC., a Florida Corporation, and JACOBSON MEDICAL GROUP-ORLANDO, INC., a Florida Corporation, (collectively the "Non-Survivors" or individually as referenced), and THE JACOBSON MANAGEMENT GROUP, INC., a Delaware Corporation, (the "Surviving Corporation"), The Non-Survivors and the Surviving Corporation are all affiliates in the Humana Inc. holding company system. Humana Inc. ("HUMANA"), is a Delaware corporation and the ultimate controlling person in the holding company system. All the corporations involved in this merger are general business corporations.

WITNESSETH:

The respective Board of Directors of the Survivor and the Non-Survivors deem it advisable to merge the Non-Survivors into the Surviving Corporation ("Merger") pursuant to this agreement to be executed by the Surviving Corporation and the Non-Survivors.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

ARTICLE 1

GENERAL PROVISION

Execution of Agreement and Plan of Merger. subject to the provisions of this Agreement, and subject to the approval by the Delaware and Florida Secretaries of State, this Agreement shall be executed, acknowledged, and thereafter delivered for filing and recording in accordance with applicable law, with an effective date and time of the close of business on December 31, 2001, to the Delaware Secretary of State, the domestic state of the Surviving Corporation and Jacobson M.S.O. Texas, Inc., and to the Florida Secretary of State, the domestic state of Jacobson Medical Group, Inc. and Jacobson Medical Group-Orlando, Inc.

The plan of merger is as follows:

(1) **Entities:** As stated above, Jacobson M.S.O. Texas, Inc., a Delaware corporation, Jacobson Medical Group, Inc., a Florida corporation, and Jacobson Medical Group-Orlando, Inc., a Florida corporation, the Non-Survivors, shall merge into The Jacobson Management Group, Inc., a Delaware corporation (the "Merger") which is hereinafter designated as the surviving corporation of the Merger (the "Surviving Corporation"); and

(2) **Terms of the Merger:** The Merger shall become effective for share exchange purposes at the close of business on December 31, 2001 (the "Effective Time of Merger"). At the Effective Time of Merger (i) the separate existence of the Non-Survivors shall cease and the Non-Survivors shall be merged with and into The Jacobson Management Group, Inc. with The Jacobson Management Group, Inc. continuing in existence as the Surviving Corporation, and (ii) The Jacobson Management Group, Inc. shall succeed to all rights and privileges and assume all liabilities and obligations of the Non-Survivors effective on and after the Effective Time of Merger.

(3) **Taking of Necessary Action:** The Surviving Corporation and the Non-Survivors, respectively, shall take all action as may be necessary or appropriate in order to effectuate the transactions contemplated by this Agreement. In case, at any time and from time to time after the Effective Time of the Merger, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation effective on and after on the close of business on December 31, 2001, with full title to all properties, assets, rights, approvals, immunities and franchises of the Non-Survivors, the persons serving as officers and directors of the Surviving Corporation shall be authorized to take any and all such actions on behalf of the Non-Survivors.

(4) **Effect on Capital Stock:** (a) On the Effective Time of the Merger, each issued and outstanding share of capital stock of The Jacobson Management Group, Inc. shall remain outstanding and shall represent one issued and outstanding share of the Surviving Corporation and all of the issued and outstanding shares of the capital stock of the Non-Survivor shall be cancelled and no shares of the Surviving Corporation shall be issued in exchange therefor.

(b) There are no rights to acquire shares, obligations, or other securities of the Surviving Corporation or any of the Non-Survivors, in whole or in part, for cash or other property.

(5) **No Amendment to Certificate of Incorporation of Surviving Corporation:** The Certificate of Incorporation of The Jacobson Management Group, Inc., as filed with the Delaware Secretary of State and incorporated herein by reference shall be the Certificate of Incorporation of the Surviving Corporation. No change or amendments shall be made to the Certificate of Incorporation because of the Merger.

(6) General Provisions:

(a) **By-laws of Surviving Corporation.** The By-laws of The Jacobson Management Group, Inc. shall be the By-laws of the Surviving Corporation. No changes or amendments shall be made to the By-laws because of the Merger.

(b) **Directors and Officers.** The directors and officers of The Jacobson Management Group, Inc. shall be the directors and officers of the Surviving Corporation and shall serve until their successors are duly elected and qualified.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its duly authorized officers, all as of the day and year first written above.

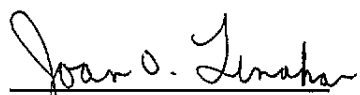
The Jacobson Management Group, Inc.

By:


Walter E. Neely
Vice President

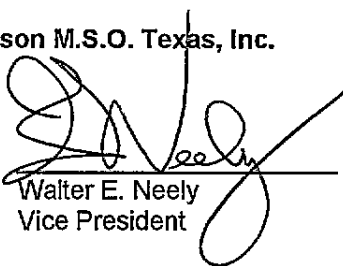
ATTEST

By:


Joan O. Lenahan
Secretary

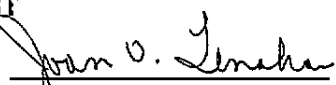
Jacobson M.S.O. Texas, Inc.

By:


Walter E. Neely
Vice President

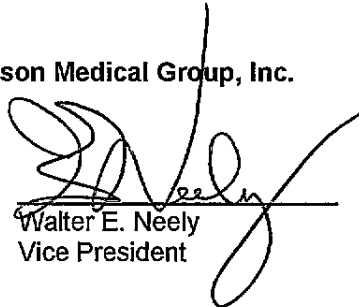
ATTEST

By:


Joan O. Lenahan
Secretary

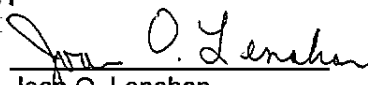
Jacobson Medical Group, Inc.

By:


Walter E. Neely
Vice President

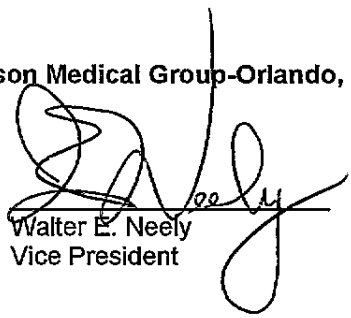
ATTEST

By:


Joan O. Lenahan
Secretary

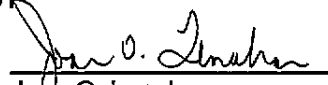
Jacobson Medical Group-Orlando, Inc.

By:


Walter E. Neely
Vice President

ATTEST

By:


Joan O. Lenahan
Secretary