

L01000021980

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

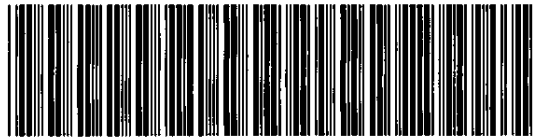
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000076041840

RECEIVED

FILED

06 JUN 15 AM 10:44

2006 JUN 22 AM 10:35

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE

6/30/06



CORPORATION SERVICE COMPANY

2nd

ACCOUNT NO. : 072100000032

REFERENCE : 180321 4352697

AUTHORIZATION :

COST LIMIT : \$ 105.00

[Handwritten signature]

FILED
2006 JUN 22 AM 10:35
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

ORDER DATE : June 14, 2006

ORDER TIME : 9:28 AM

ORDER NO. : 180321-010

CUSTOMER NO: 4352697

EFFECTIVE DATE
6/30/06

ARTICLES OF MERGER

CAREPLUS REAL ESTATE HOLDINGS,
LLC AND CAREPLUS
TRANSPORATION, LLC

INTO

CAC-FLRODIA MEDICAL CENTERS,
LLC

FILING EFFECTIVE 06/30/2006

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Amanda Haddan

EXAMINER'S INITIALS: _____

EFFECTIVE DATE

6/30/06

CERTIFICATE OF MERGER

OF

CAREPLUS REAL ESTATE HOLDINGS, LLC
a Florida limited liability company

AND

CAREPLUS TRANSPORTATION, LLC
a Florida limited liability company

WITH AND INTO

CAC-FLORIDA MEDICAL CENTERS, LLC
a Florida limited liability company

FILED
2006 JUN 22 AM 10:35
TALLAHASSEE
SECRETARY OF STATE
FLORIDA
#L04800021980

#L01000021983

#L01000021980

The following Certificate of Merger is submitted to merge CAREPLUS REAL ESTATE HOLDINGS, LLC, a Florida limited liability company and CAREPLUS TRANSPORTATION, LLC, a Florida limited liability company with and into CAC-FLORIDA MEDICAL CENTERS, LLC, a Florida limited liability company in accordance with s. 608.4382, Florida Statutes.

First: The exact name, form/entity type and jurisdiction of the merging parties are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
CarePlus Real Estate Holdings, LLC	Florida	LLC
CarePlus Transportation, LLC	Florida	LLC

Second: The exact name, form/entity type and jurisdiction of the surviving party is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
CAC-Florida Medical Centers, LLC	Florida	LLC

Third: The Plan of Merger attached as Exhibit A was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617 and/or 620, Florida Statutes.

Fourth: The Merger shall become effective at 11:59 P.M. on June 30, 2006.

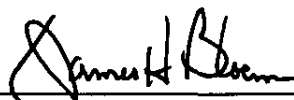
Fifth: Signatures for Each Party:

[Remainder of page intentionally left blank. Signatures on next page.]

IN WITNESS WHEREOF, this Certificate of Merger has been executed on behalf of each of the parties by their duly authorized officers effective as of June 30, 2006.

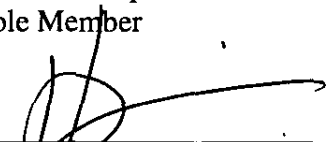
CAREPLUS REAL ESTATE HOLDINGS, LLC

By: Humana Inc.,
a Delaware corporation,
its sole Member

By: 
James H. Bloem
Senior Vice President, Chief Financial
Officer & Treasurer

CAREPLUS TRANSPORTATION, LLC

By: Humana Inc.,
a Delaware corporation,
its sole Member

By: 
Kathleen Pellegrino
Vice President

CAC-FLORIDA MEDICAL CENTERS, LLC

By: Humana Inc.,
a Delaware corporation,
its sole Member

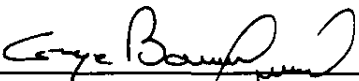
By: 
George G. Bauernfeind
Vice President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger ("Plan of Merger") effective as of June 30, 2006 between CAREPLUS REAL ESTATE HOLDINGS, LLC, a Florida limited liability company ("CarePlus Real Estate") and CAREPLUS TRANSPORTATION, LLC, a Florida limited liability company ("CarePlus Transportation") and CAC-FLORIDA MEDICAL CENTERS, LLC, a Florida limited liability company ("CAC").

1. **The Merger.** At the Effective Time of the Merger (as defined in Section 2 below), in accordance with Section 608.438 of the Florida Limited Liability Company Act (the "Florida LLC Act") and the terms of this Plan of Merger, CarePlus Real Estate and CarePlus Transportation will each be merged with and into CAC (the "Merger"), the separate corporate existence of each of CarePlus Real Estate and CarePlus Transportation shall cease, and CAC shall continue its corporate existence under the laws of Florida under its present name (the "Surviving Company"). (CarePlus Real Estate and CarePlus Transportation and CAC are collectively referred to as the "Constituent Companies.")

2. **Effective Time of the Merger.** The Merger shall become effective upon 11:59 P.M. June 30, 2006 (the "Effective Time of the Merger") prior to which the following actions shall have in all respects been completed:

a. This Plan of Merger has been approved by the sole Member of each of the Constituent Companies in accordance with the requirements of the Florida LLC Act.

b. A Certificate of Merger has been executed and verified and filed in the office of the Secretary of State of Florida.

3. **Manner and Basis of Converting Securities.** At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the parties or otherwise:

(a) all membership interest units of each of CarePlus Real Estate (the "CarePlus Real Estate Units") and CarePlus Transportation (the "CarePlus Transportation Units") that are outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, be canceled without payment of any consideration and without any conversion;

(b) the holder of CarePlus Real Estate Units shall cease to have any rights with respect to the CarePlus Real Estate Units;

(c) the holder of CarePlus Transportation Units shall cease to have any rights with respect to the CarePlus Transportation Units; and

(d) all membership interest units of CAC outstanding before the Effective Time of the Merger shall remain issued and outstanding and shall not be affected by the Merger.

4. Representations and Warranties of CarePlus Real Estate. CarePlus Real Estate represents and warrants to CAC as follows:

(a) Corporate Status. CarePlus Real Estate is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) Corporate Authority. CarePlus Real Estate has full corporate power and authority to enter into this Plan of Merger and to carry out its obligations under this Plan of Merger and will deliver to CAC at or prior to the Effective Time of the Merger a certified copy of resolutions of its sole Member authorizing execution of this Plan of Merger and its performance under this Plan of Merger.

(c) Due Authorization. Execution of this Plan of Merger and performance by CarePlus Real Estate under this Plan of Merger has been duly authorized by all requisite corporate action on the part of CarePlus Real Estate, and this Plan of Merger constitutes a valid and binding obligation of CarePlus Real Estate and performance under this Plan of Merger will not violate any provision of CarePlus Real Estate's Operating Agreement.

5. Representations and Warranties of CarePlus Transportation. CarePlus Transportation represents and warrants to CAC as follows:

(a) Corporate Status. CarePlus Transportation is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) Corporate Authority. CarePlus Transportation has full corporate power and authority to enter into this Plan of Merger and to carry out its obligations under this Plan of Merger and will deliver to CAC at or prior to the Effective Time of the Merger a certified copy of resolutions of its sole Member authorizing execution of this Plan of Merger and its performance under this Plan of Merger.

(c) Due Authorization. Execution of this Plan of Merger and performance by CarePlus Transportation under this Plan of Merger has been duly authorized by all requisite corporate action on the part of CarePlus Transportation, and this Plan of Merger constitutes a valid and binding obligation of CarePlus Transportation and performance under this Plan of Merger will not violate any provision of CarePlus Transportation's Operating Agreement.

6. Representations and Warranties of CAC. CAC represents and warrants to each of CarePlus Real Estate and CarePlus Transportation as follows:

(a) Corporate Status. CAC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do

business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) Corporate Authority. CAC has full corporate power and authority to enter into this Plan of Merger and to carry out its obligations under this Plan of Merger and will deliver to each of CarePlus Real Estate and CarePlus Transportation at or prior to the Effective Time of the Merger a certified copy of resolutions authorizing execution of this Plan of Merger and its performance under this Plan of Merger.

(c) Due Authorization. Execution of this Plan of Merger and performance by CAC under this Plan of Merger has been duly authorized by all requisite corporate action on the part of CAC, and this Plan of Merger constitutes a valid and binding obligation of CAC and performance under this Plan of Merger will not violate any provision of CAC's Operating Agreement.

7. Effect of the Merger. The Surviving Company shall possess and retain every interest in all assets and property of every description, wherever located, of each of the Constituent Companies. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Companies shall be vested in the Surviving Company without further act or deed. The title to and all interests in all real estate vested in either of the Constituent Companies shall be vested in the Surviving Company without further act or deed. The title to and all interests in real estate vested in either of the Constituent Companies shall not revert or in any way be impaired by reason of the Merger. All obligations belonging to or due each of the Constituent Companies shall be vested in the Surviving Company without further act or deed. The Surviving Company shall be liable for all of the obligations of each of the Constituent Companies existing as of the Effective Time of the Merger.

[Remainder of page intentionally left blank. Signatures on next page.]

IN WITNESS WHEREOF, each of the parties has caused this Plan of Merger to be executed as of the date first written above.

CAREPLUS REAL ESTATE HOLDINGS, LLC

By: Humana Inc.,
a Delaware corporation,
its sole Member

ATTEST

By: Joan O. Lenahan
Joan O. Lenahan
Vice President & Corporate Secretary

By: James H. Bloem
James H. Bloem
Senior Vice President, Chief Financial
Officer & Treasurer

CAREPLUS TRANSPORTATION, LLC

By: Humana Inc.,
a Delaware corporation,
its sole Member

ATTEST

By: Joan O. Lenahan
Joan O. Lenahan
Vice President & Corporate Secretary

By: Kathleen Pellegrino
Kathleen Pellegrino
Vice President

CAC-FLORIDA MEDICAL CENTERS, LLC

By: Humana Inc.,
a Delaware corporation,
its sole Member

ATTEST

By: Joan O. Lenahan
Joan O. Lenahan
Vice President & Corporate Secretary

By: George G. Bauernfeind
George G. Bauernfeind
Vice President