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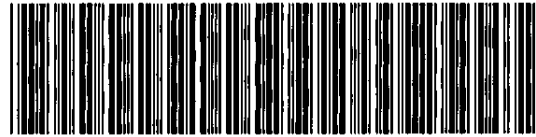
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TALLAHASSEE, FLORIDA

EFFECTIVE DATE

06/30/06

J. BRYAN W
JUN 15 2006



CORPORATION SERVICE COMPANY

ST

ACCOUNT NO. : 072100000032

REFERENCE : 180321 4352697

AUTHORIZATION

COST LIMIT

[Signature]
~~\$ 80.00~~
107.50

2006 JUN 22 AM 10:31
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
6/30/06

ORDER DATE : June 14, 2006

ORDER TIME : 9:26 AM

ORDER NO. : 180321-005

CUSTOMER NO: 4352697

ARTICLES OF MERGER

F.I.G. CAPITAL OF HIALEAH,
LLLP

INTO

CAREPLUS REAL ESTATE HOLDINGS,
LLC

FILING EFFECTIVE 06/30/2006

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Amanda Haddan X 2955

EXAMINER'S INITIALS: _____

CERTIFICATE OF MERGER

OF

F.I.G. CAPITAL OF HIALEAH, LLLP
a Florida limited liability limited partnership

WITH AND INTO

CAREPLUS REAL ESTATE HOLDINGS, LLC
a Florida limited liability company

The following Certificate of Merger is submitted to merge F.I.G. CAPITAL OF HIALEAH, LLLP, a Florida limited partnership with and into CAREPLUS REAL ESTATE HOLDINGS, LLC, a Florida limited liability company in accordance with s. 608.4382 and s. 620.8916, Florida Statutes.

First: The exact name, form/entity type and jurisdiction of the merging party is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
F.I.G. Capital of Hialeah, LLLP	Florida	Limited Partnership

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>
CarePlus Real Estate Holdings, 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 11:58 P.M. on June 30, 2006.

Fifth: Signatures for Each Party:

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

EFFECTIVE DATE
06/30/06

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TALLAHASSEE, FLORIDA
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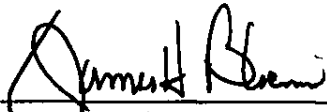
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EFFECTIVE DATE
06/30/06

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.

F.I.G. CAPITAL OF HIALEAH, LLLP

By: CarePlus Real Estate Holdings, LLC,
a Florida limited liability company,
its General Partner

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

CAREPLUS REAL ESTATE HOLDINGS, LLC

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

By: 
Kathleen Pellegrino
Vice President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger ("Plan of Merger") effective as of June 30, 2006 between F.I.G. Capital of Hialeah, LLLP, a Florida limited partnership ("FIG"), and CarePlus Real Estate Holdings, LLC, a Florida limited liability company ("CarePlus Real Estate").

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 Section 620.8916 of the Revised Uniform Partnership Act (the "Florida Partnership Act") and the terms of this Plan of Merger, FIG will be merged with and into CarePlus Real Estate (the "Merger"), the separate corporate existence of FIG shall cease, and CarePlus Real Estate shall continue its corporate existence under the laws of Florida under its present name (the "Surviving Company"). (FIG and CarePlus Real Estate are collectively referred to as the "Constituent Companies.")

2. **Effective Time of the Merger.** The Merger shall become effective upon 11:58 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 CarePlus Real Estate in accordance with the requirements of the Florida LLC Act; and by the General Partner and Limited Partner of FIG in accordance with the requirements of the Florida Partnership 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 partnership interests of FIG (the "FIG 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 FIG Units shall cease to have any rights with respect to the FIG Units; and

(c) all membership interest units of CarePlus Real Estate 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 FIG.** FIG represents and warrants to CarePlus Real Estate as follows:

(a) Corporate Status. FIG is a limited partnership 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. FIG 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 CarePlus Real Estate at or prior to the Effective Time of the Merger a certified copy of resolutions of its sole Partner 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 FIG under this Plan of Merger has been duly authorized by all requisite corporate action on the part of FIG, and this Plan of Merger constitutes a valid and binding obligation of FIG and performance under this Plan of Merger will not violate any provision of FIG's Partnership Agreement.

5. Representations and Warranties of CarePlus Real Estate. CarePlus Real Estate represents and warrants to FIG 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 FIG 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 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.

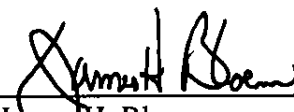
6. Effect of the Merger. The Surviving Company shall possess and retain every interest in all assets and property of every description, wherever located, of each of the Constituent Companies. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, 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.


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

F.I.G. CAPITAL OF HIALEAH, LLLP

By: CarePlus Real Estate Holdings, LLC,
a Florida limited liability company,
its General Partner

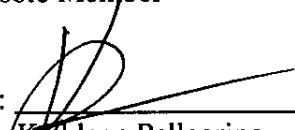
By: 
James H. Bloem
Senior Vice President, Chief Financial
Officer & Treasurer

ATTEST

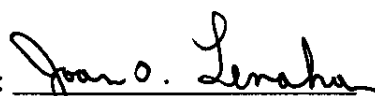
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