

MO2000001693



ACCOUNT NO. : 072100000032

REFERENCE : 644774 4800031

AUTHORIZATION :

Patricia Kyzut

COST LIMIT : \$78.75 90.00

ORDER DATE : June 28, 2002

ORDER TIME : 1:08 PM

ORDER NO. : 644774-005

500006111575--9

CUSTOMER NO: 4800031

CUSTOMER: Elizabeth D. Stottlemeyer, Esq
Akin, Gump, Strauss, Hauer &
1333 New Hampshire Avenue Nw

Washington, DC 20036

ARTICLES OF MERGER

NHP HOLDING COMPANY, INC.

INTO

NHP HOLDING, LLC

Name Availability	
Document Examiner	PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:
Updater	XXX NOT CERTIFIED COPY PLAIN STAMPED COPY
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W. P. Verifier	DCC

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: _____

02 JUN 28 PM 3:59
DIVISION OF REVENUE

02 JUN 28 PM 2:05
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

NHP HOLDING COMPANY, INC., A FLORIDA CORPORATION
(P94000050599)

INTO

NHP HOLDING, LLC, a Delaware entity, M02000001693

File date: June 28, 2002

Corporate Specialist: Diane Cushing

Account number: 072100000032

Amount charged: 90.00

**ARTICLES OF MERGER
OF
DOMESTIC CORPORATION AND OTHER BUSINESS ENTITY**

**ARTICLES OF MERGER OF
NHP HOLDING COMPANY, INC.
(A Florida Business Corporation)
INTO
NHP HOLDING, LLC
(A Delaware Limited Liability Company)**

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02 JUN 28 PM 2:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are being submitted in accordance with Florida Statutes, section 607.1109.

FIRST: The name, street address of its principal office, jurisdiction and entity type for each merging entity are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. NHP Holding Company, Inc. 7600 Corporate Center Drive Miami, FL 33126	Florida <i>994000050599</i>	Business corporation
2. NHP Holding, LLC 7600 Corporate Center Drive Miami, FL 33126	Delaware <i>1702000001693</i>	Limited liability company

SECOND: The name, street address of its principal office, jurisdiction and entity type of the surviving entity are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
NHP Holding, LLC 7600 Corporate Center Drive Miami, FL 33126	Delaware	Limited liability company

THIRD: The Plan and Agreement of Merger attached hereto as Exhibit A meets the requirements of Florida Statutes, section 607.1108 and was approved by NHP Holding Company, Inc. in accordance with Florida Statutes, Chapter 607.

FOURTH: The Plan and Agreement of Merger attached hereto as Exhibit A meets the requirements of, and was approved by NHP Holding, LLC in accordance with, section 18-209 of the Limited Liability Company Act of the State of Delaware.

FIFTH: NHP Holding, LLC hereby appoints the Florida Secretary of State as its agent for service of process in any proceeding to enforce any obligation, or the rights of any dissenting shareholders, of NHP Holding Company, Inc.

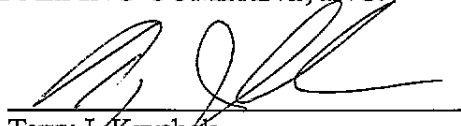
SIXTH: NHP Holding, LLC agrees to pay the dissenting shareholders of NHP Holding Company, Inc. the amount, if any, to which they are entitled under Florida Statutes, section 607.1302.

SEVENTH: The merger shall become effective as of 12:01 a.m. on July 1, 2009.

IN WITNESS WHEREOF, each party hereto has caused these Articles of Merger to be executed by its duly authorized representative as of the date set forth below.

NHP HOLDING COMPANY, INC.

By:


Terry J. Kryshak
Chairman of the Board

NHP HOLDING, LLC

By:


Joseph R. Papa
President

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TALLAHASSEE, FLORIDA

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Plan") sets forth the terms and conditions for the merger, between NHP Holding, LLC, a Delaware limited liability company ("NHP Delaware"), and NHP Holding Company, Inc., a Florida corporation ("NHP Florida"), pursuant to which NHP Florida shall be merged with and into NHP Delaware in accordance with the provisions of the Delaware Limited Liability Company Act and the Florida Business Corporation Act.

1. THE MERGER

1.1 **Merger.** NHP Florida shall be merged with and into NHP Delaware (the "Merger"), and NHP Delaware shall be the surviving company and continue to exist under and be governed by the Delaware Limited Liability Act (as the survivor, such company is hereinafter referred to as the "Surviving Company").

1.2 **Effective Time of Merger.** The Merger shall be effective as of (i) the effective time set forth in the Articles of Merger filed with the Secretary of State of the State of Florida in accordance with Chapter 607 of the Florida Business Corporation Act, and (ii) the effective time set forth in the Certificate of Merger filed with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the Delaware Limited Liability Company Act, and the acceptance thereof by each respective Secretary of State (the "Effective Time").

1.3 **Certificate of Formation.** The Certificate of Formation of NHP Delaware, as in effect immediately prior to the Effective Time, shall become the Certificate of Formation of the Surviving Company, until thereafter amended in accordance with applicable law.

1.4 **Operating Agreement.** The Limited Liability Company Operating Agreement of NHP Delaware, as in effect immediately prior to the Effective Time, shall become the Limited Liability Company Operating Agreement of the Surviving Company, until thereafter amended in accordance therewith.

1.5 **Managers.** The management of the Surviving Company shall be vested in one or more managers. The names and business addresses of the managers who shall be the managers of the Surviving Company at the Effective Time are as follows:

<u>Name</u>	<u>Business Address</u>
Joseph R. Papa	Neighborhood Health Partnership 7600 Corporate Center Drive Miami, FL 33126
John T. Fries	Neighborhood Health Partnership 7600 Corporate Center Drive Miami, FL 33126
Ira Lubert	1160 First Avenue King of Prussia, PA 19406

1.6 **Officers.** The officers of NHP Delaware immediately prior to the Effective Time shall, at the Effective Time, become the officers of the Surviving Company and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified.

1.7 **Name.** At the Effective Time, the name of the Surviving Company shall remain NHP Holding, LLC.

2. EFFECT OF MERGER

2.1 **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of either NHP Delaware or NHP Florida, or any holder of the capital stock or membership interests thereof:

2.1.1 Each share of capital stock of NHP Florida issued and outstanding immediately prior to the Effective Time (each, a "Share") shall be converted into the right to receive a cash payment, and all such Shares, when so converted, will no longer be outstanding and will automatically be canceled and retired and will cease to exist, and the holder of a certificate that, immediately prior to the Effective Time, represented outstanding Shares will cease to have any rights with respect thereto, except the right to receive, upon the surrender of such certificate, the cash payment thereon.

2.1.2 Each membership interest of NHP Delaware issued and outstanding as of the Effective Time shall remain outstanding and shall continue to represent a membership interest in NHP Delaware. The rights, terms and restrictions applicable to the membership interests of NHP Delaware immediately prior to the Effective Time shall be applicable to the membership interests of the Surviving Company at the Effective Time.

2.2 **Transfer, Conveyance and Assumption.** At the Effective Time and for all purposes, the separate existence of NHP Florida shall cease and shall be merged with and into NHP Delaware, which, as the Surviving Company, shall thereupon and thereafter possess all the rights, privileges, powers, immunities and franchises, and be subject to all the restrictions, disabilities and duties, of NHP Florida. The rights, privileges, powers, immunities and franchises (whether of a public or private nature) of NHP Florida, and all property (real, personal and mixed), all debts due on whatever account, all causes of action and all and every other interest of or belonging to or due to NHP Florida shall continue and be taken by, and deemed to be transferred to and vested in, NHP Delaware, without further act or deed. The title to any real estate, or any interest therein, vested in NHP Florida shall not revert or be in any way impaired by reason of such Merger. NHP Delaware shall thenceforth be responsible and liable for all the liabilities and obligations of NHP Florida, and to the extent permitted by law, any claim existing, or action or proceeding pending, by or against NHP Florida may be prosecuted as if the Merger had not taken place, or NHP Delaware may be substituted in the place of NHP Florida. Neither the rights of creditors nor any liens upon the property of NHP Florida shall be impaired by the Merger, and all debts, liabilities and duties of NHP Florida shall attach to NHP Delaware and may be enforced against NHP Delaware to the same extent as if said debts, liabilities and duties had been incurred or contracted by NHP Delaware.

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TALLAHASSEE, FLORIDA


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2.3 **Further Assurances.** If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (i) to vest, perfect or confirm, of record or otherwise, in the Surviving Company, title to and possession of any property or right of NHP Florida or NHP Delaware, as the case may be, acquired or to be acquired by reason of, or as a result of, the Merger, or (ii) otherwise to carry out the purposes of this Plan, each of NHP Florida and NHP Delaware and its respective proper officers, directors and managers shall be deemed to have granted hereby to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to, and the possession of, such property or rights in the Surviving Company and otherwise to carry out the purposes of this Plan, and the proper officers and managers of the Surviving Company are hereby fully authorized in the name of NHP Florida or NHP Delaware or otherwise to take any and all such action.

IN WITNESS WHEREOF, each party hereto has caused this Plan to be executed by its duly authorized officer as of the date set forth below.

NHP HOLDING COMPANY, INC.


By:


Terry J. Kryshak
Chairman of the Board

Date: June 28, 2002

NHP HOLDING, LLC

By:


Joseph R. Papa
President

Date: JUNE 28, 2002

FILED
JUN 28 PM 3:05
CLERK OF STATE
TREASURY
FLORIDA