

N 93000004539

11/18/99 17:26 FAX 954 523 2872

BERGER DAVIS SINGERMAN

003

Page 1 of 1

Division of Corporations

Florida Department of State
Division of Corporations
Public Access System
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H99000024648 0)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 922-4000

From: Account Name : BERGER DAVIS & SINGERMAN
Account Number : I19990000048
Phone : (954) 525-9900
Fax Number : (954) 523-2872

MERGER OR SHARE EXCHANGE

DISTRICT 11 COMMUNITY HEALTH PURCHASING ALLIANCE, IN

Certificate of Status	0
Certified Copy	1
Page Count	16
Estimated Charge	\$78.75

Electronic Filing Menu

Corporate Filing

Public Access Help

ARTICLES OF MERGER
Merger Sheet

MERGING:

DISTRICT 10 COMMUNITY HEALTH PURCHASING ALLIANCE, INC., a Florida
corporation, document number N93000004537

INTO

DISTRICT 11 COMMUNITY HEALTH PURCHASING ALLIANCE, INC., a
Florida entity, N93000004539

File date: November 18, 1999

Corporate Specialist: Karen Gibson

11/18/99 17:25 FAX 954 523 2872

BERGER DAVIS SINGERMANN

001

BERGER DAVIS & SINGERMANN
PROFESSIONAL ASSOCIATION
SUITE 1000
360 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301

Telephone
954.626.9900

Facsimile
954.523.2872

Facsimile Transmittal Coversheet

DATE: November 18, 1999
FIRM/COMPANY: DIVISION OF CORPORATIONS
ATTENTION: ELECTRONIC FILING
FACSIMILE NUMBER: 1-850-922-4000
TELEPHONE NUMBER: 1-850-488-9000
OUR FILE NUMBER: 3054.002
FROM: ROBIN L. GOLDSTON, PARALEGAL
NUMBER OF PAGES SENT: 19 (including cover page)
MESSAGE (if any):

11/18/99 17:25 FAX 954 523 2872

BERGER DAVIS SINGERMAN

002



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

October 4, 1999

DISTRICT 11 COMMUNITY HEALTH PURCHASING ALLIANCE, INC.
8410 NW 53RD TERR
SUITE 100
MIAMI, FL 33166

SUBJECT: DISTRICT 11 COMMUNITY HEALTH PURCHASING ALLIANCE, INC.
REF: N93000004539

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The current name of the entity is as referenced above. Please correct your document accordingly.

PLEASE ADD THE CORPORATE SUFFIX TO THE NAMES IN THE HEADING.

THE NUMBER OF VOTES OF THE DIRECTORS, MUST BE SUFFICIENT FOR APPROVAL.
PLEASE COMPLETE ARTICLE V.

ARTICLE VI STATES THAT THE NAMES OF DIRECTORS FROM THE MERGING CORPORATION TO BE ADDED TO THE SURVIVOR, IS ATTACHED AS EXHIBIT B. IT HAS BEEN SUBMITTED AS SCHEDULE 1 TO EXHIBIT A. PLEASE MAKE THE SAME,

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6880.

Karen Gibson
Corporate Specialist

FAX Aud. #: H99000024648
Letter Number: 699A00047986

Division of Corporations - P.O. BOX 6327 Tallahassee, Florida 92814

11/18/99 17:26 FAX 954 523 2872

BERGER DAVIS SINGERMAN

Fax Audit No. H99000024648 0

FILED
NOV 18 1999
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
14:53

ARTICLES OF MERGER
OF
DISTRICT 11 COMMUNITY HEALTH PURCHASING ALLIANCE, INC.
the surviving corporation
and
DISTRICT 10 COMMUNITY HEALTH PURCHASING ALLIANCE, INC.
the absorbed corporation.

The undersigned, for the purposes of merging District 11 Community Health Purchasing Alliance, Inc., a Florida not-for-profit corporation, and District 10 Community Health Purchasing Alliance, Inc., a Florida not-for-profit corporation, under the Florida Not-for-Profit Corporation Act, do hereby adopt the following Articles of Merger:

ARTICLE I - NAMES

The names of the corporations which are parties to this merger are as follows:

DISTRICT 11 COMMUNITY HEALTH PURCHASING ALLIANCE, INC., the
surviving corporation; and

DISTRICT 10 COMMUNITY HEALTH PURCHASING ALLIANCE, INC., the
absorbed corporation.

ARTICLE II - PLAN OF MERGER

A Plan of Merger in the manner prescribed by the Florida Not-for-Profit Corporation Act was approved by the majority of the members of the board of directors of each of the corporations, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof.

Prepared by:
Franklin H. Caplin, Esq.
Berger Davis & Singerman
200 S. Biscayne Blvd., #2950
Miami, FL 33131
Tel. No. 305-755-9500
Florida Bar No. 759333
Fax Audit No. H99000024648 0

Fax Audit No. H99000024648 0

**ARTICLE III - CERTIFICATION OF DISTRICT 11
COMMUNITY HEALTH PURCHASING ALLIANCE, INC.**

The undersigned, Castell Bryant, being the Secretary of District 11 Community Health Purchasing Alliance, Inc., a Florida not-for-profit corporation, does hereby certify that the board of directors of said corporation approved and adopted the Plan of Merger set forth in Article II hereof by unanimous written consent of each member of the board, effective as of August 17, 1999.

**ARTICLE IV - CERTIFICATION OF DISTRICT 10
COMMUNITY HEALTH PURCHASING ALLIANCE, INC.**

The undersigned, Morgan Rood, being the Secretary of District 10 Community Health Purchasing Alliance, Inc., a Florida not-for-profit corporation, does hereby certify that a meeting of the board of directors of said corporation was duly held at Fort Lauderdale, Florida the 24th day of August, 1999. At such meeting, and upon written confirmation of adoption of resolutions relating thereto, the Plan of Merger set forth in Article 11 hereof was adopted by a majority of all of the directors of the corporation.

ARTICLE V - BOARD OF DIRECTORS APPROVAL

Neither of the merging corporations has members, other than their boards of directors, that are entitled to vote. Therefore, pursuant to §617.1103(1)(b) Florida Statutes, the Plan of Merger was approved and adopted by all of the 9 directors presently serving on the board of directors of District 11 Community Health Purchasing Alliance, Inc., the surviving corporation, and a majority of the 14 directors presently serving on the board of directors of District 10 Community Health Purchasing Alliance, Inc., or more specifically 9 directors from District 10 Community Health Purchasing Alliance, Inc. voted to approve and

Fax Audit No. H99000024648 0

adopt the Plan of Merger set forth in Article II hereof

ARTICLE VI - CHANGES IN THE ARTICLES OF INCORPORATION

The only change in the Articles of Incorporation of District 11 Community Health Purchasing Alliance, Inc., the surviving corporation, is to add the names of the present directors of District 10 Community Health Purchasing Alliance, Inc., the absorbed corporation, as listed on Exhibit "B" attached hereto and by reference made a part hereof, whose addresses are set forth on the original Articles of Incorporation of District 10 Community Health Purchasing Alliance, Inc., the absorbed corporation, or are available by contacting the offices of District 11 Community Health Purchasing Alliance, Inc., the surviving corporation, at phone number (305) 593-5528.

ARTICLE VII - RIGHTS OF MEMBERS OF ABSORBED CORPORATION

Alliance members served by District 10 Community Health Purchasing Alliance, Inc., the absorbed corporation, prior to the merger shall have all rights as before, and all services previously enjoyed shall now be served by District 11 Community Health Purchasing Alliance, Inc., the surviving corporation.

ARTICLE VIII - EFFECTIVE DATE OF MERGER

The effective date of the merger shall be upon delivery of these Articles of Merger to the Florida Department of State.

IN WITNESS WHEREOF, the foregoing Articles of Merger have been executed by the Chairperson and Secretary of District 11 Community Health Purchasing Alliance, Inc. and District 10 Community Health Purchasing Alliance, Inc., respectively, on the 14th day of September, 1999.

11/18/99 17:27 FAX 954 523 2872

BERGER DAVIS SINGERMAN

007

Fax Audit No. H99000024648 0

District 11 Community Health Purchasing, Inc.

Name: Cynthia Hall Chairperson (Cynthia Hall)
Title: President

Name: Castell V. Bryant Secretary
Title: Secretary

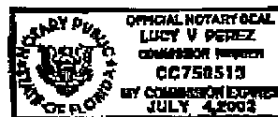
STATE OF FLORIDA
COUNTY OF Dade

BEFORE ME, the undersigned, personally appeared Cynthia Hall and Castell V. Bryant respectively, the Chairperson and Secretary of District 11 Community Health Purchasing Alliance, a Florida not for-profit corporation, to me well known to be the persons, or who produced FL Driver license as identification, who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the use and purposes herein mentioned, and that such instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 29th day of September, 1999.

(Notarial Seal)

Lucy V. Perez
NOTARY PUBLIC
State of Florida at Large
My Commission Expires



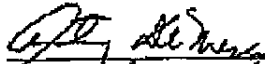
11/18/99 17:27 FAX 954 523 2872

BERGER DAVIS SINGERMAN

008

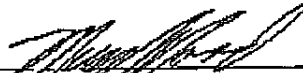
Fax Audit No. H99000024648 0

District 10 Community Health Purchasing, Inc.



Name: Anthony De Meo

Title: Chairperson



Name: MARGARET R. REED

Title: Secretary

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned, personally appeared Anthony De Meo and Margaret R. Reed respectively, the Chairperson and Secretary of District 10 Community Health Purchasing Alliance, a Florida not for-profit corporation, to me well known to be the persons, or who produced _____ as identification, who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed as such officers for the use and purposes herein mentioned, and that such instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Ft. Lauderdale, Broward County, Florida, this 24 day of September, 1999.

(Notarial Seal)



Ann K Reedy
My Commission CC847415
Expires May 14, 2001



NOTARY PUBLIC
State of Florida at Large
My Commission Expires

11/18/99 17:27 FAX 954 523 2872

BERGER DAVIS SINGERMAN

009

Fax Audit No. H99000024648 0

Exhibit "A" to Articles of Merger
Plan of Merger of
District 11 Community Health Purchasing Alliance, Inc. and
District 10 Community Health Purchasing Alliance, Inc.

PLAN OF MERGER

THIS PLAN OF MERGER is entered into by and between District 11 Community Health Purchasing Alliance, Inc., a Florida not-for-profit corporation, hereinafter referred to as "CHPA 11", and District 10 Community Health Purchasing Alliance, Inc., a Florida not-for-profit corporation, hereinafter referred to as "CHPA 10", all being referred to as the "Alliances."

STIPULATIONS

A. CHPA 11 is a not-for-profit corporation organized and existing under the laws of the State of Florida with its principal office located at 8410 N.W. 53rd Terrace, Suite 100, Miami, Florida 33166.

B. CHPA 10 is a not-for-profit corporation organized and existing under the laws of the State of Florida with its principal office located at 1515 University Drive, Suite 105, Coral Springs, Florida 33071.

C. The Board of Directors of the Alliances believe that the members of each Alliance will be better served upon the merger of the Alliances into one Alliance pursuant to Chapter 408.702, Florida Statutes.

D. The Board of Directors of the Alliances believe it to be in their best interest to set forth the agreement to merge in a written Plan of Merger (the "Plan").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Stipulations. The foregoing stipulations are true and correct and by reference incorporated herein.

23446.1/2052.002
9/24/99 vpk

Fax Audit No. H99000024648 0

**Exhibit "A" to Articles of Merger
Plan of Merger of
District 11 Community Health Purchasing Alliance, Inc. and
District 10 Community Health Purchasing Alliance, Inc.**

2. Merger. On the Effective Date set forth below, CHPA 10 shall merge with and into CHPA 11, and CHPA 11 shall be the surviving corporation.

3. Effective Date. The Effective Date of the merger shall be upon the date of filing the Articles of Merger with the Florida Department of State.

4. Terms and Conditions.

(a) On the Effective Date the separate existence of CHPA 11 and CHPA 10 shall cease and CHPA 11, the surviving corporation, shall succeed to all of the rights, privileges, immunities, and all of the property, both real and personal or mixed, of CHPA 10, the absorbed corporation, without the necessity for separate transfer; and

(b) CHPA 11 shall thereafter be responsible and liable for all the liabilities and obligations of both Alliances, and neither the rights of creditors, nor any liens against the property of CHPA 10 shall be impaired by this merger, and

(c) Alliance members served by CHPA 10, the absorbed corporation, prior to the Effective Date shall have all rights as before, and all services previously enjoyed shall thereafter be served by CHPA 11, the surviving corporation.

5. Actions. The Alliances shall take all action necessary and appropriate to effectuate the merger. At any time after the Effective Date should CHPA 11 determine any further conveyance, assignment, other document, or other action is necessary or desirable to vest full title in the properties, assets, rights, privileges and franchises of CHPA 10 into CHPA 11, the present officers, and directors of CHPA 10 shall execute and deliver all such instruments and take all such actions that

Fax Audit No. H99000024648 0

**Exhibit "A" to Articles of Merger
Plan of Merger of
District 11 Community Health Purchasing Alliance, Inc. and
District 10 Community Health Purchasing Alliance, Inc.**

CHPA 11 determines to be necessary or desirable to vest and confirm title to and possession of all such properties, assets, rights privileges, and franchises into CHPA 11 and to otherwise carry out the Plan of Merger.

6. Representations and Warranties of CHPA 11 and CHPA 10. CHPA 11 and CHPA 10 represent and warrant to and agree as follows:

(a) CHPA 11 and CHPA 10 are corporations duly organized, validly existing, and in good standing as not-for-profit corporations under the laws of the State of Florida, and have full corporate power and authority to carry on their business as now being conducted and to own and lease property, and are duly qualified or authorized to do business and are in good standing in each jurisdiction in which the character and location of the properties owned or leased by them or the nature of the business transacted by them makes those qualifications or authorizations necessary. The copies of the articles of incorporation, as amended to date, and the Bylaws, as amended to date, of CHPA 11 and CHPA 10, previously delivered to each Alliance, are true, correct, and complete copies and are in full force and effect. No provision of those instruments, nor any other instrument, to which CHPA 11 or CHPA 10 are subject, prohibits, limits, or otherwise affects the right, power, and authority of CHPA 11 or CHPA 10 to enter into this Plan or to cause the consummation of the merger.

(b) The execution, delivery, and performance of this Plan of Merger has been duly authorized by the Board of Directors of CHPA 11 and CHPA 10, and acknowledged by the State of Florida, Agency for Health Care Administration.

(c) CHPA 11 and CHPA 10 presently do not have and on the Effective Date will

Fax Audit No. H99000024648 0

**Exhibit "A" to Articles of Merger
Plan of Merger of
District 11 Community Health Purchasing Alliance, Inc. and
District 10 Community Health Purchasing Alliance, Inc.**

not have any subsidiaries.

(d) The execution, delivery, and performance of this Plan has been fully and effectively authorized by the boards of directors of CHPA 11 and CHPA 10 for approval as required by §617.1103 of the Florida Not-for-Profit Corporation Act.

(e) CHPA 11 and CHPA 10 are not now, nor on the Effective Date, by the execution and performance of this Plan by CHPA 11 and CHPA 10, in breach of any term or provision of or in default under, and, except as otherwise disclosed by the parties, no event has occurred that with the lapse of time or action by a third party could result in a default under, any outstanding indenture, mortgage, contract, or agreement to which CHPA 11 or CHPA 10 are parties or to which CHPA 11 or CHPA 10 may be subject or under any provision of their articles of incorporation or Bylaws, or violate any order, injunction, decree, statute, rule, or regulation applicable to CHPA 11 or CHPA 10 or any of their properties or assets.

(f) The Alliances own and on the Effective Date will own good and merchantable title, free and clear of any liens, encumbrances, options, charges or assessments to all of its properties and other assets used in connection with its business, except those set forth on Schedule "1" attached hereto and made a part hereof, all of which will become the property of the merged Alliances as contemplated herein.

(g) CHPA 11 will not dispose of any property, real or personal, between the execution hereof and the Effective Date, except in the ordinary course of business.

(h) CHPA 10 will not dispose of any property, real or personal, between the execution hereof and the Effective Date, except in the ordinary course of business.

11/18/99 17:28 FAX 954 523 2872

BERGER DAVIS SINGERMAN

013

Fax Audit No. H99000024648 0

**Exhibit "A" to Articles of Merger
Plan of Merger of
District 11 Community Health Purchasing Alliance, Inc. and
District 10 Community Health Purchasing Alliance, Inc.**

(i) Except as contemplated in this Plan, CHPA 11 and CHPA 10 have not and will not prior to the Effective Date: (1) enter into any transaction outside the ordinary course of business, or suffer any material adverse change in their financial position, assets, liabilities, or business; (2) make any loans or advances or payments of any kind to any person, except (a) payments made in the ordinary course of business, (b) payments of amounts due on indebtedness currently incurred in the ordinary course of business or in respect of indebtedness currently outstanding; (3) mortgage or pledge any of their assets or properties or incur any indebtedness for money borrowed or otherwise, or other liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business; or (5) sell, exchange, or otherwise dispose of any of their capital assets, except in the ordinary course of business.

(j) On the Effective Date, CHPA 10 shall deliver to CHPA 11:

- (i) Possession of all interests in real property owned by CHPA 10.
- (ii) All existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contracts or commitments for the purchase or sale of products or services) imposing any obligation on CHPA 10 or to which any of its properties is subject; and
- (iii) All policies of insurance in force with respect to CHPA 10 including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations.

7. Conduct of Business Prior to the Effective Date. The Alliances agree that from this date to the Effective Date they shall conduct business as follows:

Fax Audit No. H99000024648 0

Exhibit "A" to Articles of Merger
Plan of Merger of
District 11 Community Health Purchasing Alliance, Inc. and
District 10 Community Health Purchasing Alliance, Inc.

(a) The businesses of CHPA 11 and CHPA 10 shall be conducted only in the normal, usual and ordinary course (including maintenance of all its existing policies of insurance in full force and effect); and the Alliances will use their best efforts to preserve the business organizations intact and to keep available to the members of the Alliances all of the services of their present officers and key employees and to preserve the goodwill of their alliance members, third party administrators, accountable health partnerships, agents, suppliers, customers and others having business relations with the Alliances.

(b) No amendments or changes shall be made to the articles of incorporation or Bylaws of the Alliances.

(c) The Alliances will not make any change in their banking relationships.

(d) The Alliances shall comply with all laws applicable to the conduct of their business.

8. Articles of Incorporation. The Articles of Incorporation of CHPA 11 in effect immediately prior to the Effective Date of this merger shall be the Articles of Incorporation of the merged Alliances until further amended as permitted by law. The Articles of Merger anticipated hereby shall add the names of the present board of directors of CHPA 10 to the Articles of Incorporation governing the merged Alliances. As soon as practical after the effective date of this merger, the Articles of Incorporation of CHPA 11 shall be amended to reflect a name change as adopted by the consolidated boards of the merged Alliances.

9. Bylaws. The Bylaws of CHPA 11 on the Effective Date of the merger shall be the Bylaws of the merged Alliances until further amended as permitted by law.

Fax Audit No. H99000024648 0

**Exhibit "A" to Articles of Merger
Plan of Merger of
District 11 Community Health Purchasing Alliance, Inc. and
District 10 Community Health Purchasing Alliance, Inc.**

10. Directors and Officers. The directors of both CHPA 11 and CHPA 10 on the Effective Date of the merger shall continue to be the directors of the merged Alliances for the full unexpired terms of their offices, unless sooner resigned or removed, in which event, as attrition in the new combined board occurs, the merged corporations shall not fill interim vacancies unless the directorship falls below 17 total directors. Prior to the selection of a new 17 member board of directors chosen from throughout the newly merged districts, regardless of actual attendance at board meetings following this merger, each of the merged corporations shall be assured of an equal number of votes. For example, if 7 directors of former CHPA 11 are present and only 5 directors of former CHPA 10 are present, then a designee of former CHPA 10 selected by the then present directors of former CHPA 10 would be given 2 additional votes to achieve parity. Upon expiration of their terms of office, the Board of Directors shall be replaced by a 17 member board chosen from throughout the newly merged districts, so as to achieve substantial geographical parity, in accordance with the Bylaws of the surviving corporation then in effect. Members of the merged Alliances' board of directors may be chosen to serve more than one term and, in any event, are to be chosen in the manner at that time prescribed in the Articles of Incorporation of the Alliances for the merged Alliances. Upon the Effective Date, the chair of CHPA 11 shall remain in their post and serve as chair of the merged Alliances. In addition, officers of the merged Alliances shall include two vice-chairs (one from each merged Alliance), a secretary from one of the former Alliances, and a treasurer from the other former Alliance. Upon the Effective Date, Ree Sailors shall retire and Alfredo Cortes shall be retained as the Executive Director of the merged Alliances.

11. Prohibited Transactions. CHPA 11 and CHPA 10 shall not engage in any activity or

Fax Audit No. H99000024648 0

**Exhibit "A" to Articles of Merger
Plan of Merger of
District 11 Community Health Purchasing Alliance, Inc. and
District 10 Community Health Purchasing Alliance, Inc.**

transaction other than in the ordinary course of business from the execution of this Plan until all action necessary or appropriate action under the laws of the State of Florida has been completed to consummate this merger.

12. Director Approval. This Plan of Merger shall be submitted for approval to the Board of Directors of CHPA 11 and CHPA 10 in a manner provided by law.

13. Accounting. The assets and liabilities of CHPA 10 shall, as of the Effective Date, become part of the books and records of CHPA 11.

14. Filing with the Florida Department of State. Upon approval of this Plan by both boards of directors of CHPA 11 and CHPA 10, the Alliances shall cause their respective chairpersons and secretaries to execute this Plan and the Articles of Merger to which this Plan is attached as Exhibit "A", which shall authorize the Articles of Merger to be delivered to and filed with the Florida Department of State in accordance with the Florida Not-for-Profit Corporation Act.

15. Costs. All costs, including but not limited to professional fees, recording costs, documentary tax, intangible tax, or filing fees, shall be paid equally by both Alliances.

16. Recording Certificate of Merger. CHPA 11 shall, as soon as practicable after the Effective Date, record a certified copy of the Certificate of Merger in each county where the Alliances own real property or have a recorded interest in real property.

17. Termination of Merger. This Plan may be terminated by the action of a majority of the board of directors of either Alliance at any time prior to the Effective Date.

18. Execution. This Plan may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.

Fax Audit No. E99000024648 0

**Exhibit "A" to Articles of Merger
Plan of Merger of
District 11 Community Health Purchasing Alliance, Inc. and
District 10 Community Health Purchasing Alliance, Inc.**

19. Notices. Any and all notices or other communications made or required to be made pursuant to this Plan shall be made in writing and shall be effective when mailed by registered or certified mail, return receipt requested, postage prepaid, to the Alliances at the following addresses:

District 10
Community Health Purchasing Alliance, Inc.
1515 University Drive, Suite 105
Coral Springs, Florida 33071

District 11
Community Health Purchasing Alliance, Inc.
8410 NW 53rd Terrace, Suite 100
Miami, Florida 33166

All such correspondence must contain all information necessary and appropriate to fully inform the other parties of all necessary and pertinent information to make informed decisions.

20. Benefit. This Plan of Merger shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, except as otherwise provided herein.

21. Entire Agreement. This Plan constituted the entire Plan of Merger between the Alliances.

22. Draftsmanship. The fact that one of the parties may have drafted or structured the Plan, the Articles of Merger or any document attached as an exhibit to either or both shall not be considered in construing any provision either in favor of or against such party.

23. Counterparts. This Plan of Merger may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11/18/99 17:30 FAX 954 523 2872

BERGER DAVIS SINGERMANN

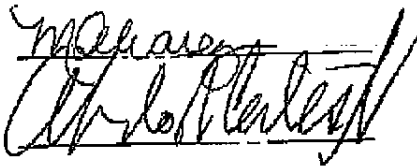
018

Fax Audit No. H99000024648 0

Exhibit "A" to Articles of Merger
Plan of Merger of
District 11 Community Health Purchasing Alliance, Inc. and
District 10 Community Health Purchasing Alliance, Inc.

IN WITNESS WHEREOF, this Plan of Merger is executed on behalf of CHPA 11 and CHPA 10 by their officers, sealed with their corporate seals, and attested by their respective secretaries pursuant to the authorization of the Board of Directors of CHPA 11 and CHPA 10 on this 29 day of September, 1999.

Signed, sealed, and delivered
in the presence of:



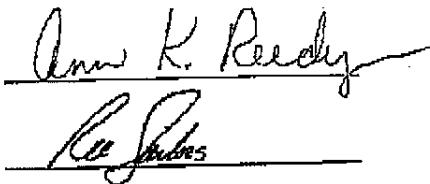
District 11
Community Health Purchasing Alliance,
a Florida not-for-profit Corporation

By: Cynthia Hall
Name: Cynthia Hall, Chairman

Attest: Castell Vaughn Bryant
Name: Castell V. Bryant, Secretary

(Corporate Seal)

Signed, sealed, and delivered
in the presence of:



District 10
Community Health Purchasing Alliance,
a Florida not-for-profit Corporation

By: Ann K. Reedy
Name: Ann K. Reedy, Chairman

Attest: McKenna P. Lee
Name: McKenna P. Lee, Secretary

(Corporate Seal)

11/18/99 17:30 FAX 954 523 2872

BERGER DAVIS SINGERMAN

019

Fax Audit No. H99000024648.0

Schedule "1" to Plan of Merger
Exhibit "B" to Articles of Merger
List of Directors of
District 10 Community Health Purchasing Alliance, Inc.

Anthony De Meo

Arnold Grevior, Esq.

Sandra P. Harris

Gloria B. Jackson

George S. LeMieux, Esq.

Jane W. Lohmeier

Dr. Wilhelmena Mack

Dennis Myers

Laura Raybin Miller

Michael Moskowitz

Carlos Reyes

Sallie A. Richardville

Morgan Rood

Laura Ward