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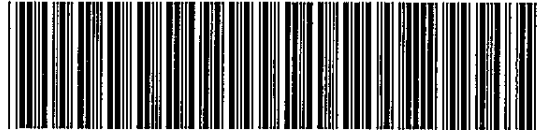
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DIVISION OF CORPORATIONS
02 DEC 31 PM 1:27

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CC 8.75



SECRETARY OF STATE
DIVISION OF CORPORATIONS

02 DEC 31 PM 1:27

ACCOUNT NO. : 072100000032

REFERENCE : 874334 4311639

AUTHORIZATION : *Patricia Piquero*

COST LIMIT : \$ ~~112.50~~ *\$96.25*

ORDER DATE : December 30, 2002

ORDER TIME : 10:00 AM

ORDER NO. : 874334-005

CUSTOMER NO: 4311639

CUSTOMER: Ms. Mary V. Carroll
Akerman Senterfitt & Eidson,
Floor 28th
One Southeast Third Avenue
Miami, FL 33131-1714

ARTICLES OF MERGER

CAREPLUS HOLDINGS, INC.

INTO

CAREPLUS HOLDINGS, LLLP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

CAREPLUS HOLDINGS, INC., A FLORIDA ENTITY (P01000116337)

INTO

CAREPLUS HOLDINGS, LLLP. entity not qualified in Florida

File date: December 31, 2002

Corporate Specialist: Brenda Tadlock

Account number: 072100000032

Amount charged: 96.25

**ARTICLES OF MERGER
OF
CAREPLUS HOLDINGS, INC.,
a Florida corporation,**

POI-116337

WITH AND INTO

**CAREPLUS HOLDINGS, LLLP,
a Delaware limited liability limited partnership**

NR

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DIVISION OF CORPORATIONS
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Pursuant to the provisions of Sections 607.1108 and 607.1109 of the Florida Business Corporation Act, CAREPLUS HOLDINGS, INC., a Florida corporation, and CAREPLUS HOLDINGS, LLLP, a Delaware limited liability limited partnership, do hereby adopt the following Articles of Merger:

1. The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

(i) CAREPLUS HOLDINGS, INC., a Florida corporation (the "Merging Company"); and

(ii) CAREPLUS HOLDINGS, LLLP, a Delaware limited liability limited partnership (the "Surviving Company").

2. The Merging Company is hereby merged with and into the Surviving Company and the separate existence of the Merging Company shall cease. The Surviving Company is the surviving entity in the Merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein. The Agreement and Plan of Merger and the performance of its terms were duly approved by action required under the applicable provisions of the laws of the State of Florida and the State of Delaware, and the Articles of Incorporation of the Merging Company and the Certificate of Formation of the Surviving Company.

3. The Agreement and Plan of Merger was unanimously approved by the Board of Directors and the sole shareholder of the Merging Company by unanimous written consent dated as of December 12, 2002, in accordance with applicable Florida law and the Articles of Incorporation of the Merging Company.

4. The Agreement and Plan of Merger was unanimously approved by the sole General Partner and the sole Limited Partner of the Surviving Company by unanimous written consent dated as of December 12, 2002, in accordance with applicable Delaware law and the Certificate of Formation of the Surviving Company. The Merger is not prohibited by the Agreement of Limited Liability Limited Partnership of the Surviving Company.

5. The Merger shall become effective on the day these Articles of Merger are filed with the Secretary of State of Florida.

6. The principal office of the Surviving Company under the laws of the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

7. The Surviving Company is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Company.

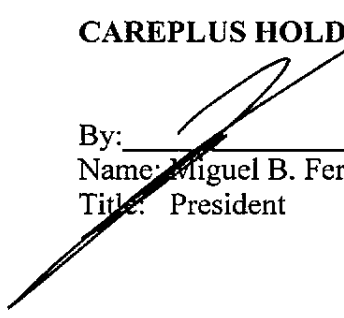
8. The Surviving Company has agreed to promptly pay to the dissenting shareholders of the Merging Company the amount, if any, to which they are entitled pursuant to Section 607.1302 of the Florida Business Corporation Act.

[Signatures are on next page]

The parties have caused these Articles of Merger to be executed on December 31, 2002.

MERGING COMPANY:

CAREPLUS HOLDINGS, INC.

By: 
Name: Miguel B. Fernandez
Title: President

SURVIVING COMPANY:

CAREPLUS HOLDINGS, LLLP

By: CarePlus Management, LLC, its General
Partner

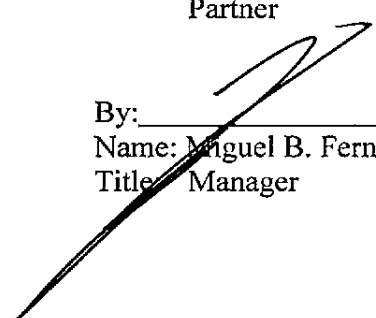
By: 
Name: Miguel B. Fernandez
Title: Manager

EXHIBIT "A"
AGREEMENT AND PLAN OF MERGER

See Attached

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of December 31, 2002, by and between **CAREPLUS HOLDINGS, INC.**, a Florida corporation (the "Merging Company"), and **CAREPLUS HOLDINGS, LLLP**, a Delaware limited liability limited partnership (the "Surviving Company").

WITNESSETH:

WHEREAS, the Merging Company is a corporation duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, the Surviving Company is a limited liability limited partnership duly organized and existing under and by virtue of the laws of the State of Delaware;

WHEREAS, pursuant to duly authorized joint actions of the Board of Directors and sole shareholder of the Merging Company and of the sole General Partner and the sole Limited Partner of the Surviving Company, respectively, the Merging Company and the Surviving Company have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Company and the Surviving Company hereby agree as follows:

1. **MERGER.** The Merging Company and the Surviving Company agree that the Merging Company shall be merged with and into the Surviving Company, as a single and surviving entity, upon the terms and conditions set forth in this Agreement, and that the Surviving Company shall continue under the laws of the State of Delaware as the surviving entity of the Merger.

2. **SURVIVING ENTITY.** At the Effective Time (as defined below) of the Merger:

(a) The Surviving Company shall be the surviving entity of the Merger, and shall continue to exist as a corporation under the laws of the State of Delaware, with all of the rights and obligations as are provided thereunder.

(b) The Merging Company shall cease to exist, and its property shall become the property of the Surviving Company as the surviving entity of the Merger.

3. **CONSTITUENT DOCUMENTS.** As a result of the Merger and at the Effective Time, the constituent documents of the Surviving Company shall be as follows:

(a) **Certificate of Formation.** The Certificate of Formation of the Surviving Company shall continue as the Certificate of Formation of the Surviving Company.

(b) **LLLP Agreement.** The Agreement of Limited Liability Limited Partnership of the Surviving Company (the "**LLLP Agreement**") shall continue in full force and effect with respect to the Surviving Company.

4. **MANNER AND BASIS OF CONVERTING SHARES AND OPTIONS.** (a) At the Effective Time, each of the outstanding shares of the Merging Company shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one Unit (as defined in the LLLP Agreement) in the Surviving Company, and each certificate previously evidencing any such shares shall thereafter represent the right to receive, upon the surrender of such certificate to the Surviving Company or its designated agent, certificates evidencing such Units in the Surviving Company into which such Merging Company shares were converted. The holders of such certificates previously evidencing such shares in the Merging Company shall cease to have any rights with respect to such shares except as otherwise provided herein or by law.

(b) At the Effective Time, all Units of the Surviving Company outstanding immediately prior thereto shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist.

(c) At the Effective Time, the interest of the General Partner in the Surviving Company immediately prior to the Merger shall continue as the interest of the General Partner in the Surviving Company.

(d) At the Effective Time, each outstanding option to acquire one share of the Merging Company shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into an option to acquire one Unit in the Surviving Company, and each option agreement previously evidencing any such options shall thereafter represent the right to receive, upon the surrender of such option agreement to the Surviving Company or its designated agent, a new option agreement evidencing such options in the Surviving Company into which such Merging Company options were converted.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been unanimously adopted and approved by the Merging Company's Board of Directors and sole shareholder and the Surviving Company's sole General Partner and sole Limited Partner, in each case by a unanimous joint written consent dated December 12, 2002 and December 12, 2002, respectively. The proper officers of the Merging Company and the Surviving Company, as applicable, shall be, and hereby are, authorized and directed to perform all such further acts to execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **GENERAL PARTNER OF SURVIVING COMPANY.** The General Partner of the Surviving Company shall be:

{MI866161;1}

CarePlus Management, LLC
55 Alhambra Plaza, 7th Floor
Coral Gables, FL 33134

7. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective at midnight on the later of the date the Articles of Merger are filed with the Secretary of State of Florida and the date the Certificate of Merger is filed with the Secretary of State of Delaware (the "Effective Time").

8. **AMENDMENTS.** The Board of Directors of the Merging Company and the General Partner of the Surviving Company may amend or terminate this Agreement to the full extent provided pursuant to applicable law.

9. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Delaware.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Company and the Unit holders and General Partner of the Surviving Company, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute one Agreement.

(e) **Dissenting Shareholders.** The Surviving Company hereby agrees to promptly pay to the dissenting shareholders of the Merging Company the amount, if any, to which they are entitled pursuant to Section 607.1302 of the Florida Business Corporation Act.

(Signatures on next page.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first above written.

MERGING COMPANY:

CAREPLUS HOLDINGS, INC.

By: _____
Name: Miguel B. Fernandez
Title: President

SURVIVING COMPANY:

CAREPLUS HOLDINGS, LLLP

By: CarePlus Management, LLC, its General
Partner

By: _____
Name: Miguel B. Fernandez
Title: Manager

The undersigned is the General Partner of Surviving Company and hereby consents and agrees to continue as the General Partner of the Surviving Company following the Merger described in this Agreement.

GENERAL PARTNER:

CAREPLUS MANAGEMENT, LLC

By: _____
Name: Miguel B. Fernandez
Title: Manager