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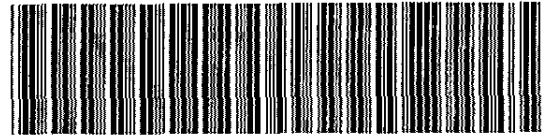
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

05 FEB 16 PM 1:01

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DIVISION OF CORPORATIONS

05 FEB 16 PM 12:51

RECEIVED

2/16/05  
merger



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032  
REFERENCE : 204885 4311639  
AUTHORIZATION : *Patricia Pizjuts*  
COST LIMIT : \$ 78.75

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ORDER DATE : February 15, 2005  
ORDER TIME : 11:40 AM  
ORDER NO. : 204885-005  
CUSTOMER NO: 4311639

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

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ARTICLES OF MERGER

FLAQ, INC.

INTO

CPHP HOLDINGS, INC.

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  
OF  
FLAQ, INC.  
WITH AND INTO  
CPHP HOLDINGS, INC.**

**FILED**  
05 FEB 16 PM 1:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles of Merger have been duly adopted and are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105 of the Florida Statutes:

**First:** The name and jurisdiction of the surviving corporation ("Surviving Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
CPHP Holdings, Inc.	Florida

**Second:** The name and jurisdiction of the merging corporation ("Merging Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
FLAQ, Inc.	Florida

**Third:** On the Effective Date (as defined below) of the merger, Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease. Surviving Corporation is the surviving corporation of the Merger. A copy of the Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

**Fourth:** The Merger shall become effective ("Effective Date") at 11:59 p.m. on the date of filing these Articles of Merger with the Florida Department of State.

**Fifth:** In accordance with applicable Florida law, the Plan of Merger was approved by the Board of Directors and the sole shareholder of Merging Corporation by unanimous written consent dated as of December 3, 2004.

**Sixth:** In accordance with applicable Florida law, the Plan of Merger was approved (i) by the Board of Directors of Surviving Corporation by unanimous written consent dated as of December 12, 2004, and (ii) by the shareholders of Surviving Corporation holding at least a majority of the outstanding capital stock of Surviving Corporation pursuant to a written consent dated as of December 12, 2004.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of February \_\_, 2005.

CPHP HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Michael B. Fernandez  
Title: President

FLAQ, INC.

By: \_\_\_\_\_  
Name: Thomas J. Liston  
Title: Senior Vice President Strategy and  
Corporate Development

**EXHIBIT A**  
**PLAN OF MERGER**  
**BETWEEN**  
**CPHP HOLDINGS, INC.**  
**AND**  
**FLAQ, INC.**

This Plan of Merger has been approved and adopted by the parties hereto, and is submitted in compliance with Section 607.1101 of the Florida Statutes.

1. **Surviving and Merging Corporations.** The name and jurisdiction of the surviving corporation ("Surviving Corporation") is CPHP Holdings, Inc., a Florida corporation. The name and jurisdiction of the merging corporation ("Merging Corporation") is FLAQ, Inc., a Florida corporation.

2. **Merger.** Subject to the terms and conditions of (a) this Plan of Merger and (b) the Merger Agreement, dated as of December 13, 2004, (the "Agreement"), among Merging Corporation, Humana Inc. ("Parent"), Surviving Corporation, the representative named therein (the "Representative") and certain shareholders of Surviving Corporation ("Shareholders") and option holders of Surviving Corporation (the "Option Holders"), at the Effective Time (as defined below), Merging Corporation will be merged with and into Surviving Corporation (the "Merger"). As a result of the Merger, the separate corporate existence of Merging Corporation shall cease and Surviving Corporation shall continue as the surviving corporation and a wholly-owned subsidiary of Parent.

3. **Effective Time.** The Merger shall become effective ("Effective Time") at 11:59 p.m. on the date of filing these Articles of Merger with the Florida Department of State.

4. **Manner of Converting Shares and Options.** Subject to the terms and conditions of the Agreement, at the Effective Time by virtue of the Merger and without any action on the part of Surviving Corporation, Merging Corporation, the Representative, the Shareholders, or the Option Holders, the following actions will occur:

(a) each issued and outstanding share of common stock, \$1.00 par value, of Merging Corporation shall be converted into one share of Surviving Corporation's common stock, \$.001 par value;

(b) each share of Surviving Corporation's common stock, \$.001 par value, issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive an amount in cash equal to the Merger Consideration Per Fully-Diluted Share (as defined in the Agreement); and

(c) each Cancelled Vested Option shall be cancelled and thereafter represent the right to receive an amount in cash equal to the Merger Consideration Per Fully Diluted Share (as defined in the Agreement) less the cash exercise price payable upon exercise of such option, and

each option to purchase a share of Surviving Corporation's common stock, \$.001 par value, that is not a Cancelled Vested Option shall be cancelled.

5. Other Provisions Relating to the Merger.

(a) Consideration for Shares and Options. The aggregate consideration to be paid to the Security Holders in the Merger in respect of the Shares (and any rights to acquire Common Stock represented by the Options, or otherwise) outstanding immediately prior to the Effective Time shall be the Merger Consideration, as defined in the Agreement.

(b) Payment of Consideration. Subject to the terms and conditions of the Agreement, Parent shall cause to be paid by wire transfer of immediately available funds to accounts designated by the Exchange Agent and the Escrow Agent, as applicable, the Preliminary Merger Consideration as follows:

(i) Subject to the terms of the Agreement, Parent shall deposit the Closing Cash Consideration in trust with the Exchange Agent to be paid to the Security Holders in exchange for Shares and Options as provided in the Agreement; and

(ii) As provided in the Agreement, Parent shall deposit the Indemnity Escrow Fund with the Escrow Agent, to be held, invested and disbursed by Escrow Agent pursuant to the terms of the Escrow Agreement.

(c) Options. As set forth in the Agreement, Surviving Corporation shall take appropriate action to (i) cause the termination of all Options and all stock option plans (or the equivalent thereof), without prejudice to the rights of the Option Holders arising under the terms of the Agreement by virtue of the Merger, and (ii) give appropriate notice of such termination to all Option Holders. All vested Options that are then outstanding and unexercised and held by Security Holders who are party to the Agreement shall be cancelled and of no further force or effect ("Cancelled Vested Options") and, in settlement of, and as consideration for, the surrender and cancellation of such Cancelled Vested Options, each Option Holder shall be entitled to receive upon the terms and conditions set forth in the Agreement, in respect of the Cancelled Vested Options held by such Option Holder, a portion of the Merger Consideration equal to (i) the product that results from multiplying (A) the Merger Consideration Per Fully-Diluted Share by (B) the aggregate number of shares of Common Stock issuable upon exercise in full of all Cancelled Vested Options held by such Option Holder, minus (ii) the aggregate cash exercise price payable upon exercise of all Cancelled Vested Options held by such Option Holder. All Options, whether vested or unvested, that are then outstanding and unexercised and held by Security Holders who are not party to the Agreement, shall be cancelled and of no further force or effect, without any compensation due to such Option Holders, provided that Surviving Corporation shall provide all Option Holders holding such Options with appropriate notice of such termination.

6. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of Surviving Corporation from and after the Effective Time shall be amended and restated as set forth on Exhibit 1 hereto until thereafter changed or amended as provided therein or by applicable law.

7. Bylaws of Surviving Corporation. The Bylaws of Merging Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of Surviving Corporation from and after the Effective Time until thereafter changed or amended as provided therein or by applicable law, except that all references to the name of Merging Corporation shall be changed to refer to the name of Surviving Corporation.

8. Director and Officers of Surviving Corporation. The director and officers of Surviving Corporation immediately after the Effective Time shall be the following individuals, until their respective successors are duly elected or appointed and qualified or their respective resignation or removal:

<b>Name and Business Address</b>	<b>Title/Position</b>
Michael B. McCallister 500 West Main Street Louisville, KY 40202	Director, President and Chief Executive Officer
Jonathan T. Lord M.D. 500 West Main Street Louisville, KY 40202	Director
James E. Murray 500 West Main Street Louisville, KY 40202	Director
Thomas J. Liston 500 West Main Street Louisville, KY 40202	Senior Vice President
James H. Bloem 500 West Main Street Louisville, KY 40202	Senior Vice President, Treasurer and Chief Financial Officer
Joan O. Lenahan 500 West Main Street Louisville, KY 40202	Secretary

9. Approval. The Merger has previously been submitted to and approved by the parties' respective Boards of Directors and shareholders. The proper officers of the parties shall be, and hereby are, authorized and directed to perform all such further acts and 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 Plan of Merger.

10. Miscellaneous. This Plan of Merger shall be construed in accordance with the laws of the State of Florida. The terms and conditions of this Plan of Merger are solely for the benefit of the parties hereto, and no other person shall have any rights or benefits whatsoever under this Plan of Merger, either as a third party beneficiary or otherwise. This Plan of Merger shall be construed

together with and complement the Agreement with respect to the subject matter hereof and thereof. Neither this Plan of Merger nor the Agreement may be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification. This Plan of Merger 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 but one agreement. Each term which is capitalized but undefined herein shall have the meaning ascribed thereto in the Agreement.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Merger  
as of February \_\_, 2005.

CPHP HOLDINGS, INC.

By: \_\_\_\_\_

Name: Michael B. Fernandez

Title: President

FLAQ, INC.

By: \_\_\_\_\_

Name: Thomas J. Liston

Title: Senior Vice President Strategy and  
Corporate Development

**EXHIBIT 1**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
CPHP HOLDINGS, INC.**

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Pursuant to the Florida Business Corporation Act, the undersigned President of CPHP HOLDINGS, INC. ("the "Corporation"), hereby adopts the following Amended and Restated Articles of Incorporation for such corporation.

1. The Corporation filed its original Articles of Incorporation with the Secretary of State of Florida on August 7, 2002, under Document No. P02000085643.

2. The Amended and Restated Articles of Incorporation were duly adopted by all of the directors and by the majority of the shareholders of the Corporation on December 12, 2004, with the number of votes cast being sufficient for approval in accordance with the provisions of the Florida Business Corporation Act, in connection with the adoption of the Plan of Merger attached hereto.

3. The Articles of Incorporation are hereby amended by being deleted in their entirety and restated as follows:

**FIRST:** The corporate name for the corporation (hereinafter called the "Corporation") is CPHP HOLDINGS, INC.

**SECOND:** The principal office and mailing address of the Corporation shall be 55 Alhambra Plaza, 7<sup>th</sup> Floor, Coral Gables, Florida 33134, but the Corporation may have and maintain branches, offices and places of business and activities elsewhere.

**THIRD:** The period of its duration is perpetual.

**FOURTH:** The purpose for which the Corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the Florida Business Corporation Act.

**FIFTH:** The aggregate number of shares which the corporation is authorized to issue is One Thousand (1,000) shares of common stock at \$.001 par value.

**SIXTH:** The street address of the initial registered office of the Corporation in the in the State of Florida is 1201 Hays Street, Tallahassee, Florida 32301. The name of the initial registered agent of the Corporation at the said registered office is Corporation Service Company.

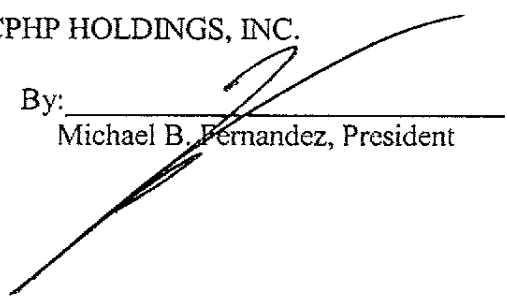
**SEVENTH:** The Corporation is authorized to indemnify any director, officer, employee or agent of the Corporation to the fullest extent allowed, and in the manner provided, by the law of the State of Florida.

Signed on this \_\_\_ day of February, 2005.

CPHP HOLDINGS, INC.

By: \_\_\_\_\_

Michael B. Fernandez, President

A handwritten signature in black ink, appearing to read "Michael B. Fernandez", is written over a horizontal line. The signature is stylized and slanted upwards to the right.

**CERTIFICATE OF ACCEPTANCE BY**  
**REGISTERED AGENT**

Pursuant to the provisions of Section 607.0501 of the Florida Business Corporation Act, the undersigned submits the following statement in accepting the designation as registered agent and registered office of CPHP HOLDINGS, INC., a Florida corporation (the "Corporation"), in the Corporation's Amended and Restated Articles of Incorporation:

Having been named as registered agent and to accept service of process for the Corporation at the registered office designated in the Corporation's Amended and Restated Articles of Incorporation, the undersigned accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and the undersigned is familiar with and accepts the obligations of its position as registered agent.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this February \_\_, 2005.

CORPORATION SERVICE COMPANY

By: 

Name:

Title:

**Brian Courtney**  
**Asst. V. Pres.**