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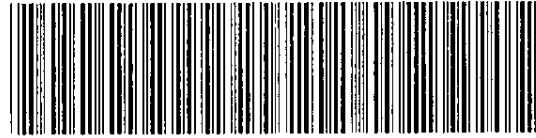
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EFFECTIVE DATE 12/15/2010

B. KOHR
DEC 13 2010
EXAMINER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 DEC 13 PM 2:20



CORPORATION SERVICE COMPANY

EFFECTIVE DATE 12/15/2010

ACCOUNT NO. : I20000000195
REFERENCE : 606441 7446445
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 225.00

FILED STATE
DIVISION OF CORPORATIONS
10 DEC 13 PM 2:20

ORDER DATE : December 10, 2010
ORDER TIME : 8:27 AM
ORDER NO. : 606441-005
CUSTOMER NO: 7446445

ARTICLES OF MERGER

FLORIDA NETPASS, L.L.C.

INTO

MOLINA HEALTHCARE OF FLORIDA,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Matthew Young

EXAMINER'S INITIALS: _____

EFFECTIVE DATE 12/15/2010

CERTIFICATE OF MERGER

merging

FLORIDA NETPASS, L.L.C.,
a Florida limited liability company,

into

MOLINA HEALTHCARE OF FLORIDA, INC.,
a Florida corporation

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
10 DEC 13 PM 2:20

Florida NetPass, L.L.C., a Florida limited liability company and Molina Healthcare of Florida, Inc., a Florida corporation, pursuant to Section 608.4382 of the Florida Statutes (“FS”), hereby provide notice that:

FIRST: The name, jurisdiction and form/entity type of each party to the merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Florida NetPass, L.L.C. (the “ <u>Disappearing Company</u> ”)	Florida	Limited Liability Company
Molina Healthcare of Florida, Inc. (the “ <u>Surviving Corporation</u> ”)	Florida	Corporation

The Surviving Corporation is the sole member of the Disappearing Company.

SECOND: A Plan and Agreement of Merger (the “Merger Agreement”), dated as of December 3, 2010, by and between the Disappearing Company and the Surviving Corporation has been approved, adopted, executed, and authorized by each of the constituent entities in accordance with the requirements of Sections 607.1101, 608.4231, and 608.4381 of the FS. Approval by the Surviving Corporation’s sole shareholder was not required pursuant to Section 607.1103(7) of the FS.

THIRD: The Effective Time of the merger shall be midnight, Eastern Time, on December 15, 2010 (the “Effective Time”). At the Effective Time: (i) the Disappearing Company shall be merged with and into the Surviving Corporation and the Surviving Corporation shall be the sole surviving entity of the Merger, (ii) the separate existence of the Disappearing Company shall cease, (iii) subject to all the restrictions, disabilities, and duties of the Disappearing Company, the Disappearing Company’s property, rights, privileges, powers, and franchises, and all debts due to the Disappearing Company, and each and every other interest of

the Disappearing Company, shall be vested in and devolved upon the Surviving Corporation without further act or deed, and title to any real estate vested by deed or otherwise, under the laws of Florida, in the Disappearing Company, shall not revert or be in any way impaired by reason of this Merger, (iv) all the rights of creditors and all liens upon any property of the Disappearing Company shall be preserved unimpaired, and all debts, liabilities, and duties of the Disappearing Company shall thenceforth attach to the Surviving Corporation, and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation, and (v) all corporate or limited liability company acts, plans, policies, contracts, approvals, and authorizations of the Disappearing Company and its members, board of managers, committees, officers, and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as acts, plans, policies, contracts, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as such acts, plans, policies, contracts, approvals, and authorizations were with respect to the Disappearing Company.

FOURTH: At the Effective Time, all membership interest of the Disappearing Company, by virtue of the Merger and without any action on the part of the holder thereof, shall no longer be outstanding and shall at such time be cancelled and retired and shall cease at such time to exist, and each holder of a certificate which prior to the Effective Time validly evidenced any such Disappearing Membership Interest shall thereafter cease to have any rights with respect to such Disappearing Membership Interest. No stock shall be issued to the Surviving Corporation, the sole member of the Disappearing Company, as a result of the Merger.

FIFTH: Each share of capital stock of the Surviving Corporation outstanding immediately prior to the Merger shall remain outstanding and be unaffected and unchanged in number by the Merger.

SIXTH: The name of the Surviving Corporation immediately prior to the Effective Time shall be the name of the Surviving Corporation immediately after the Effective Time.

SEVENTH: The Articles of Incorporation of the Surviving Corporation immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, without amendment, immediately after the Effective Time. Likewise, the directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation immediately after the Effective Time, and shall serve in accordance with the Bylaws of the Surviving Corporation until his or her successor is duly elected or appointed and qualified.

EIGHTH: The executed Plan and Agreement of Merger is on file at the principal place of business of the Surviving Corporation, and will be furnished by the Surviving

Corporation on request and without cost to any shareholder or member of any corporation or limited liability company that is a party to the merger.

IN WITNESS WHEREOF, Molina Healthcare of Florida, Inc., as the Surviving Corporation, has caused this Certificate of Merger to be executed by its duly authorized officers on this 3rd day of December, 2010.

MOLINA HEALTHCARE OF FLORIDA, INC.

By: David Pollack
David Pollack
Its: President

By: _____
Jeff D. Barlow
Its: Corporate Secretary

FLORIDA NETPASS, L.L.C.,
a Florida limited liability company

By: _____
Joseph M. Molina, M.D.
President

By: _____
Jeff D. Barlow
Corporate Secretary

Corporation on request and without cost to any shareholder or member of any corporation or limited liability company that is a party to the merger.

IN WITNESS WHEREOF, Molina Healthcare of Florida, Inc., as the Surviving Corporation, has caused this Certificate of Merger to be executed by its duly authorized officers on this 3rd day of December, 2010.

MOLINA HEALTHCARE OF FLORIDA, INC.

By: _____

David Pollack

Its: President

By: _____

Jeff D. Barlow

Its: Corporate Secretary

FLORIDA NETPASS, L.L.C.,
a Florida limited liability company

By: Joseph M. Molina M.D.

Joseph M. Molina, M.D.

President

By: _____

Jeff D. Barlow

Corporate Secretary

Corporation on request and without cost to any shareholder or member of any corporation or limited liability company that is a party to the merger.

IN WITNESS WHEREOF, Molina Healthcare of Florida, Inc., as the Surviving Corporation, has caused this Certificate of Merger to be executed by its duly authorized officers on this 3rd day of December, 2010.

MOLINA HEALTHCARE OF FLORIDA, INC.

By: _____
David Pollack
Its: President

By: Jeff Barlow
Jeff D. Barlow
Its: Corporate Secretary

FLORIDA NETPASS, L.L.C.,
a Florida limited liability company

By: _____
Joseph M. Molina, M.D.
President

By: Jeff Barlow
Jeff D. Barlow
Corporate Secretary

PLAN AND AGREEMENT OF MERGER

by and between

FLORIDA NETPASS, L.L.C.,
a Florida limited liability company,

and

MOLINA HEALTHCARE OF FLORIDA, INC.,
a Florida corporation

This Plan and Agreement of Merger (this "Agreement") is entered into as of December 3, 2010 by and between Florida NetPass, L.L.C., a Florida limited liability company (the "Disappearing Company") and Molina Healthcare of Florida, Inc., a Florida corporation and the parent corporation and sole member of the Disappearing Company (the "Surviving Corporation").

RECITALS

WHEREAS, the Surviving Corporation is a wholly-owned subsidiary of Molina Healthcare, Inc., a Delaware corporation ("MHI").

WHEREAS, the Surviving Corporation is the sole member and holds of all of the membership interest of the Disappearing Company (the "Disappearing Membership Interest");

WHEREAS, the Disappearing Company and the Surviving Corporation desire to merge (the "Merger") pursuant to Sections 607.1101 and 607.11101 of the Florida Statutes (the "FS");

WHEREAS, Section 608.438 of the FS authorizes the merger of a limited liability company into a domestic Florida corporation pursuant to a duly approved agreement of merger;

WHEREAS, the Board of Directors of the Surviving Corporation has approved the Merger, as certified by the signature hereto of both the President and Secretary of the Surviving Corporation;

WHEREAS, the Management Board of the Disappearing Company has approved the Merger and has recommended that the Merger be approved by the Surviving Corporation as the member of the Disappearing Company;

WHEREAS, the Surviving Corporation, as the sole member of the Disappearing Company, has approved the Merger pursuant to Sections 608.4231 and 608.4381 of the FS, as certified by the signature hereto of both the President and Secretary of the Disappearing Company, thereunto duly authorized;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. The Surviving Corporation's Articles of Incorporation and Bylaws will not be affected by the Merger.

2. The terms and conditions of the Merger are as follows:

a. At the Effective Time (as defined below): (i) the Disappearing Company shall be merged with and into the Surviving Corporation and the Surviving Corporation shall be the sole surviving entity of the Merger, (ii) the separate existence of the Disappearing Company shall cease, (iii) subject to all the restrictions, disabilities, and duties of the Disappearing Company, the Disappearing Company's property, rights, privileges, powers, and franchises, and all debts due to the Disappearing Company, and each and every other interest of the Disappearing Company, shall be vested in and devolved upon the Surviving Corporation without further act or deed, and title to any real estate vested by deed or otherwise, under the laws of Florida, in the Disappearing Company, shall not revert or be in any way impaired by reason of this Merger, (iv) all the rights of creditors and all liens upon any property of the Disappearing Company shall be preserved unimpaired, and all debts, liabilities, and duties of the Disappearing Company shall thenceforth attach to the Surviving Corporation, and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation, and (v) all limited liability company acts, plans, policies, contracts, approvals, and authorizations of the Disappearing Company and its members, board of managers, committees, officers, and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as acts, plans, policies, contracts, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as such acts, plans, policies, contracts, approvals, and authorizations were with respect to the Disappearing Company.

b. The Merger shall be effective as of midnight, Eastern Time, on December 15, 2010 (the "Effective Time") as provided in the Certificate of Merger attached hereto as Exhibit A to be filed with the Florida Secretary of State.

c. At the Effective Time, all Disappearing Membership Interest, by virtue of the Merger and without any action on the part of the holder thereof, shall no longer be outstanding and shall at such time be cancelled and retired and shall cease at such time to exist, and each holder of a certificate which prior to the Effective Time validly evidenced any such Disappearing Membership Interest shall thereafter cease to have any rights with respect to such Disappearing Membership Interest. No stock shall be issued to the Surviving Corporation, the sole member of the Disappearing Company, as a result of the Merger.

d. Each share of capital stock of the Surviving Corporation outstanding immediately prior to the Merger shall remain outstanding and be unaffected and unchanged in number by the Merger;

e. The name of the Surviving Corporation immediately prior to the Effective Time shall be the name of the Surviving Corporation immediately after the Effective Time; and

f. The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation at and after the Effective Time, and shall serve in accordance with the Bylaws of the Surviving Corporation until his or her successor is duly elected or appointed and qualified.

3. Each party hereto agrees to execute and deliver such instruments and other documents and take such further actions as may be necessary or advisable to fulfill the intent and purposes of this Agreement, including, but not limited to, the amendment of this Agreement in order to comply with any requirements imposed by any applicable governmental regulatory authority.

4. This Agreement may be executed in counterparts, each of which shall be an original but both of which together shall constitute one and the same instrument.

5. Notwithstanding the foregoing, this Agreement may be terminated by the Board of Directors of the Surviving Corporation or the Management Board of the Disappearing Company as permitted by the FS.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have executed this Plan and Agreement of Merger as of the first date written above.

MOLINA HEALTHCARE OF FLORIDA, INC.,
a Florida corporation

By: David Pollack
David Pollack
President

By: _____
Jeff D. Barlow
Corporate Secretary

FLORIDA NETPASS, L.L.C.,
a Florida limited liability company

By: _____
Joseph M. Molina, M.D.
President

By: _____
Jeff D. Barlow
Corporate Secretary

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MOLINA HEALTHCARE OF FLORIDA, INC.,
a Florida corporation

By: _____
David Pollack
President

By: Jeff Barlow
Jeff D. Barlow
Corporate Secretary

FLORIDA NETPASS, L.L.C.,
a Florida limited liability company

By: _____
Joseph M. Molina, M.D.
President

By: Jeff Barlow
Jeff D. Barlow
Corporate Secretary

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a Florida corporation

By: _____
David Pollack
President

By: _____
Jeff D. Barlow
Corporate Secretary

FLORIDA NETPASS, L.L.C.,
a Florida limited liability company

By: Joseph M. Molina
Joseph M. Molina, M.D.
President

By: _____
Jeff D. Barlow
Corporate Secretary

EXHIBIT A

CERTIFICATE OF MERGER

(Attached)

CERTIFICATE OF MERGER

merging

FLORIDA NETPASS, L.L.C.,
a Florida limited liability company,

into

MOLINA HEALTHCARE OF FLORIDA, INC.,
a Florida corporation

Florida NetPass, L.L.C., a Florida limited liability company and Molina Healthcare of Florida, Inc., a Florida corporation, pursuant to Section 608.4382 of the Florida Statutes ("FS"), hereby provide notice that:

FIRST: The name, jurisdiction and form/entity type of each party to the merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Florida NetPass, L.L.C. (the " <u>Disappearing Company</u> ")	Florida	Limited Liability Company
Molina Healthcare of Florida, Inc. (the " <u>Surviving Corporation</u> ")	Florida	Corporation

The Surviving Corporation is the sole member of the Disappearing Company.

SECOND: A Plan and Agreement of Merger (the "Merger Agreement"), dated as of December 3, 2010, by and between the Disappearing Company and the Surviving Corporation has been approved, adopted, executed, and authorized by each of the constituent entities in accordance with the requirements of Sections 607.1101, 608.4231, and 608.4381 of the FS. Approval by the Surviving Corporation's sole shareholder was not required pursuant to Section 607.1103(7) of the FS.

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the Disappearing Company, shall be vested in and devolved upon the Surviving Corporation without further act or deed, and title to any real estate vested by deed or otherwise, under the laws of Florida, in the Disappearing Company, shall not revert or be in any way impaired by reason of this Merger, (iv) all the rights of creditors and all liens upon any property of the Disappearing Company shall be preserved unimpaired, and all debts, liabilities, and duties of the Disappearing Company shall thenceforth attach to the Surviving Corporation, and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation, and (v) all corporate or limited liability company acts, plans, policies, contracts, approvals, and authorizations of the Disappearing Company and its members, board of managers, committees, officers, and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as acts, plans, policies, contracts, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as such acts, plans, policies, contracts, approvals, and authorizations were with respect to the Disappearing Company.

- FOURTH:** At the Effective Time, all membership interest of the Disappearing Company, by virtue of the Merger and without any action on the part of the holder thereof, shall no longer be outstanding and shall at such time be cancelled and retired and shall cease at such time to exist, and each holder of a certificate which prior to the Effective Time validly evidenced any such Disappearing Membership Interest shall thereafter cease to have any rights with respect to such Disappearing Membership Interest. No stock shall be issued to the Surviving Corporation, the sole member of the Disappearing Company, as a result of the Merger.
- FIFTH:** Each share of capital stock of the Surviving Corporation outstanding immediately prior to the Merger shall remain outstanding and be unaffected and unchanged in number by the Merger.
- SIXTH:** The name of the Surviving Corporation immediately prior to the Effective Time shall be the name of the Surviving Corporation immediately after the Effective Time.
- SEVENTH:** The Articles of Incorporation of the Surviving Corporation immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, without amendment, immediately after the Effective Time. Likewise, the directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation immediately after the Effective Time, and shall serve in accordance with the Bylaws of the Surviving Corporation until his or her successor is duly elected or appointed and qualified.
- EIGHTH:** The executed Plan and Agreement of Merger is on file at the principal place of business of the Surviving Corporation, and will be furnished by the Surviving

Corporation on request and without cost to any shareholder or member of any corporation or limited liability company that is a party to the merger.

IN WITNESS WHEREOF, Molina Healthcare of Florida, Inc., as the Surviving Corporation, has caused this Certificate of Merger to be executed by its duly authorized officers on this 3rd day of December, 2010.

MOLINA HEALTHCARE OF FLORIDA, INC.

By: _____
David Pollack
Its: President

By: _____
Jeff D. Barlow
Its: Corporate Secretary

FLORIDA NETPASS, L.L.C.,
a Florida limited liability company

By: _____
Joseph M. Molina, M.D.
President

By: _____
Jeff D. Barlow
Corporate Secretary