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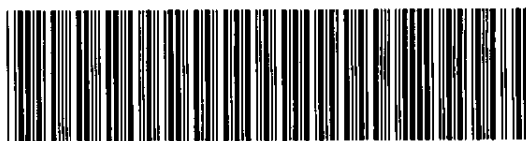
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DATE: 06-30-15

NAME: BEHEALTHY AMERICA, INC.

TYPE OF FILING: MERGER

COST: 70.00 + 14.75

RETURN: CERTIFIED COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Abbie Hodge

ARTICLES OF MERGER

of
P15000044698
ROADSTER MERGECO, INC.,
a Florida corporation

with and into
P12000063172
BEHEALTHY AMERICA, INC.,
a Florida corporation

June 30, 2015

2015 JUN 30 PM 4:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

The following Articles of Merger (these "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 (the "Surviving Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>
BeHealthy America, Inc.	Florida

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

<u>Name</u>	<u>Jurisdiction</u>
Roadster MergeCo, Inc.	Florida

THIRD: On the Effective Date (as defined below), the Merging Corporation shall be merged with and into the Surviving Corporation and the separate existence of the Merging Corporation shall cease (the "Merger"). The 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 (the "Effective Date") 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 of the sole shareholder of the Merging Corporation by Written Consent dated May 26, 2015.

SIXTH:

In accordance with applicable Florida law, the Plan of Merger was approved (i) by the Board of Directors of the Surviving Corporation by resolution duly adopted by the unanimous Written Consent of the Board of Directors on June 29, 2015, and (ii) by the shareholders of the Surviving Corporation holding at least a majority of the outstanding capital stock of each class of capital stock entitled to vote on the Plan of Merger by Written Consent dated June 29, 2015.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed these Articles of Merger of Roadster MergeCo, Inc. with and into BeHealthy America, Inc. as of the date first set forth above.

MERGING CORPORATION:

ROADSTER MERGECO, INC.,
a Florida corporation

By: Charles Divita, III
Name: Charles Divita, III
Title: CEO / President

SURVIVING CORPORATION:

BEHEALTHY AMERICA, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed these Articles of Merger of Roadster MergeCo, Inc. with and into BeHealthy America, Inc. as of the date first set forth above.

MERGING CORPORATION:

ROADSTER MERGECO, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

SURVIVING CORPORATION:

BEHEALTHY AMERICA, INC.,
a Florida corporation

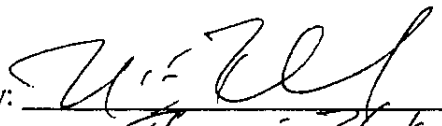
By:  _____
Name: *Thomas J. Sheehan* _____
Title: *President / CEO* _____

EXHIBIT A
Plan of Merger

(see attached)

**PLAN OF MERGER
BETWEEN
ROADSTER MERGECO, INC.
AND
BEHEALTHY AMERICA, INC.**

This Plan of Merger (this "Plan") is entered into by and among Roadster MergeCo, Inc., a Florida corporation and BeHealthy America, Inc., a Florida corporation, for the purpose of merging, at the Effective Time (as defined below), Roadster MergeCo, Inc. with and into BeHealthy America, Inc. in accordance with the Florida Business Corporation Act and the following agreements, terms and provisions set forth herein.

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

<u>Name</u>	<u>Jurisdiction</u>
BeHealthy America, Inc.	Florida

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

<u>Name</u>	<u>Jurisdiction</u>
Roadster MergeCo, Inc.	Florida

THIRD: The terms and conditions of the Merger are as follows:

(a) In accordance with the applicable provisions of Chapter 607 of the Florida Statutes, the Merging Corporation shall be merged with and into the Surviving Corporation and thereupon, the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue to exist under and be governed by Chapter 607 of the Florida Statutes and shall be fully vested with all rights, privileges, immunities, disabilities, and duties of the Merging Corporation (the "Merger"). The Merger shall become effective on the date the Articles of Merger are duly filed with the Florida Department of State (the "Effective Time").

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

(c) The Bylaws of the Merging Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of the 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 the Merging Corporation shall be changed to refer to the name of the Surviving Corporation.

(d) The directors and officers of the 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:

<u>Name and Business Address</u>	<u>Title/Position</u>
Charles Divita, III 4800 Deerwood Campus Parkway Bldg. 100, 7 th Floor Jacksonville, FL 32246	Director/CEO/Treasurer
Prakash Patel 4800 Deerwood Campus Parkway Bldg. 100, 7 th Floor Jacksonville, FL 32246	Director
Kirk Fischer 4800 Deerwood Campus Parkway Bldg. 100, 7 th Floor Jacksonville, FL 32246	Director
Ari Jolly 4800 Deerwood Campus Parkway Bldg. 100, 7 th Floor Jacksonville, FL 32246	Secretary

(e) Subject to the terms and conditions of that certain Agreement and Plan of Merger, dated April 27, 2015, among (w) the Surviving Corporation, (x) BHA Investors, LLC, Thomas E. Blankenship and Monica Bedi (the "Indemnifying Shareholders"), (y) Diversified Health Services, Inc. as successor-in-interest to Alignment Healthcare USA, LLC (the "Buyer"), and (z) the Merging Corporation as successor-in-interest to AHC Acquisition Corporation (the "Agreement"), at the Effective Time by virtue of the Merger and without any action on the part of the Buyer, the Merging Corporation, the Indemnifying Shareholders, the Surviving Corporation or the holders of any of the following securities, the following actions will occur:

(i) Each Share (as defined in the Agreement) issued and outstanding immediately prior to the Effective Time, other than the Shares to be cancelled in accordance with paragraph (ii) below, will be converted into the right to receive the Merger Consideration (as defined in the Agreement), payable to the holder in cash, without interest, upon surrender of the certificate formerly representing the Shares in accordance with paragraph (iii) below. At the Effective Time, all of the Shares shall cease to be outstanding, shall be cancelled and shall cease to exist, and each certificate that immediately prior to the Effective Time represented any of the Shares (other than the Shares to be cancelled in accordance with paragraph (ii) below) shall thereafter represent only the right to receive the Merger Consideration, without interest;

(ii) All Shares that are held in the treasury of the Surviving Corporation immediately prior to the Effective Time, if any, will be cancelled and will cease to exist, with no payment being made with respect thereto; and

(iii) Each share of common stock, par value \$0.01 per share, of the Merging Corporation (the "Merging Corporation Common Stock") issued and outstanding immediately prior to the Effective Time will be converted into and become one newly and validly issued, fully paid and nonassessable share of common stock, having no par value, of the Surviving Corporation, and those shares shall constitute the only shares of capital stock of the Surviving Corporation outstanding at the Effective Time. From and after the Effective Time, all certificates representing the Merging Corporation Common Stock shall be deemed for all purposes to represent the number of shares of common stock of the Surviving Corporation into which they were converted in accordance with the preceding sentence.

(f) If, at any time after the Effective Time, the Surviving Corporation determines, in its sole discretion, or is advised, that any deeds, bills of sale, instruments of conveyance, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of the Surviving Corporation or the Merging Corporation acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Plan or the Agreement, then the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of either the Surviving Corporation or the Merging Corporation, all such deeds, bills of sale, instruments of conveyance, assignments and assurances and to take and do, in the name and on behalf of each of the corporations or otherwise, all other actions and things necessary or desirable to vest, perfect or confirm any and all right, title or interest in, to and under the rights, properties or assets in the Surviving Corporation or otherwise to carry out this Plan or the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Plan as of the date first set forth above.

MERGING CORPORATION:

ROADSTER MERGECO, INC.,
a Florida corporation

By: Charles D. Dineen
Name: Charles D. Dineen, III
Title: CEO and President

SURVIVING CORPORATION:

BEHEALTHY AMERICA, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Plan as of the date first set forth above.

MERGING CORPORATION:

ROADSTER MERGECO, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

SURVIVING CORPORATION:

BEHEALTHY AMERICA, INC.,
a Florida corporation

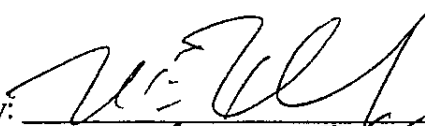
By: 
Name: Thomas J. Blakush
Title: President CEO

EXHIBIT 1

Articles of Incorporation

(see attached)

CERTIFICATE OF
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
BEHEALTHY AMERICA, INC.

Pursuant to the provisions of Florida Statutes Section 607.1003, the undersigned officer of BeHealthy America, Inc., a Florida corporation, does hereby certify as follows:

A. The Agreement and Plan of Merger, dated as of April 27, 2015, 2015, by and among BEHEALTHY AMERICA, INC., a Florida corporation (the "Company"), BHA INVESTORS, LLC, a Florida limited liability company, on behalf of itself and as representative of the shareholders of the Company, THOMAS E. BLANKENSHIP, an individual, MONICA BEDI, an individual, DIVERSIFIED HEALTH SERVICES, INC., a Florida corporation, as successor-in-interest to ALIGNMENT HEALTHCARE USA, LLC, a Delaware limited liability company, and ROADSTER MERGECO, INC., a Florida corporation, as successor-in-interest to AHC ACQUISITION CORPORATION, a Florida corporation (the "Merger Agreement"), provides for the amendment and restatement of the corporation's articles of incorporation as set forth below.

B. The Merger Agreement, and the amendment and restatement of the corporation's articles of incorporation contemplated thereby and hereby, have been duly approved by the board of directors of the corporation and at least a majority of the voting power of the shareholders of the corporation, which is sufficient for approval thereof.

C. This certificate sets forth the text of the articles of incorporation of the corporation as amended and restated in their entirety to this date as follows:

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
BEHEALTHY AMERICA, INC.

ARTICLE I
NAME

The name of the corporation is BeHealthy America, Inc. (the "Corporation").

ARTICLE II
REGISTERED OFFICE

The Corporation may, from time to time, in the manner provided by law, change the registered agent and registered office within the State of Florida. The Corporation may also maintain an office or offices for the conduct of its business, either within or without the State of Florida.

ARTICLE III
PURPOSE

The Corporation is formed for the purpose of engaging in any lawful activity for which corporations may be organized under the laws of the State of Florida.

ARTICLE IV
AUTHORIZED CAPITAL STOCK

The aggregate number of shares of capital stock that the Corporation shall have authority to issue is One Million (1,000,000) shares, having no par value and designated as common stock.

ARTICLE V
INDEMNIFICATION; EXCULPATION

Section 1. Payment of Expenses. In addition to any other rights of indemnification permitted by the laws of the State of Florida or as may be provided for by the Corporation in its bylaws or by agreement, the expenses of directors and officers incurred in defending a civil or criminal action, suit or proceeding, involving alleged acts or omissions of such director or officer in his or her capacity as a director or officer of the Corporation, must be paid, by the Corporation or through insurance purchased and maintained by the Corporation or through other financial arrangements made by the Corporation, as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation.

Section 2. Limitation on Liability. The liability of directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the Florida Statutes. If the Florida Statutes are amended to further eliminate or limit or authorize corporate action to further eliminate or limit the liability of directors or officers, the liability of directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the Florida Statutes, as so amended from time to time.

Section 3. Repeal and Conflicts. Any repeal or modification of Section 1 or Section 2 of this Article V approved by the shareholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director or officer of the Corporation existing as of the time of such repeal or modification. In the event of any conflict between Section 1 or of this Article V and any other Article of the Corporation's Articles of Incorporation, the terms and provisions of Section 1 and/or Section 2 of this Article V shall control.

ARTICLE VI
PRINCIPAL PLACE OF BUSINESS

The principal street and mailing address of the Corporation is: 4800 Deerwood Campus Parkway, Building 100, Jacksonville, FL 32246.