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**MERGER OR SHARE EXCHANGE
COVENTRY HEALTH PLAN OF FLORIDA, INC.**

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ARTICLES OF MERGER

OF

COVENTRY SUMMIT HEALTH PLAN, INC.

WITH AND INTO

COVENTRY HEALTH PLAN OF FLORIDA, INC.

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act (the "FBCA") pursuant to Section 607.1109, *Florida Statutes*.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document No.</u>
COVENTRY HEALTH PLAN OF FLORIDA, INC.	Florida	P93000064157

Second: The names and jurisdictions of the merging corporation ("Merging Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document No.</u>
COVENTRY SUMMIT HEALTH PLAN, INC.	Florida	P04000159923

Third: Effective on the Effective Date (as hereinafter defined), the Merging Corporations are merged with and into the Surviving Company and the corporate existence of the Merging Corporations shall hereupon cease. The Agreement and Plan of Merger is attached hereto as Exhibit "A".

Fourth: The merger shall become effective on June 1, 2014 or, if later, the date these Articles of Merger are filed with the Department of State of the State of Florida (the "Effective Date").

Fifth: The Plan of Merger was recommended by the Board of Directors of the Merging Corporation and approved by the sole shareholder of the Merging Corporation in accordance with §607.1103, *Florida Statutes* on April 15, 2014.

Sixth: The Plan of Merger was recommended by the Board of Directors of the Surviving Corporation and approved by the sole shareholder of the Surviving Corporation in accordance with §607.1103, *Florida Statutes* on April 15, 2014.

IN WITNESS WHEREOF, Surviving Corporation has executed and delivered these Articles of Merger this 7 day of May, 2014.

SURVIVING CORPORATION

COVENTRY HEALTH PLAN OF FLORIDA,
INC., a Florida corporation

By: [Signature]
Print Name: John A. Johnson, Secretary
Print Title: Secretary

AGREEMENT AND PLAN OF MERGER

OF

COVENTRY SUMMIT HEALTH PLAN, INC.
(a Florida corporation)

WITH AND INTO

COVENTRY HEALTH PLAN OF FLORIDA, INC.
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of this 1st day of May, 2014, is by and between COVENTRY SUMMIT HEALTH PLAN, INC. a Florida corporation ("CSHP" or "merging corporation"), and COVENTRY HEALTH PLAN OF FLORIDA, INC., a Florida corporation ("CHPFL" or "surviving corporation").

WITNESSETH

WHEREAS, the Boards of Directors of CSHP and CHPFL deem it advisable and to the advantage, welfare, and best interests of CSHP and CHPFL and their respective shareholders to merge CSHP into CHPFL (the "Merger") pursuant to the provisions of the Florida Business Corporation Act of the State of Florida (the "FBCA") upon the terms and conditions hereinafter set forth;

WHEREAS, the proposed Merger has been approved by CSHP's and CHPFL's respective Boards of Directors and Shareholders;

WHEREAS, the laws of the State of Florida permit a merger of a corporation with and into another Florida corporation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, being thereunto duly approved by at least a majority of the Board of Directors and shareholders of each of CSHP and CHPFL in accordance with the provisions of the laws of the State of Florida, this Agreement and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby jointly determined and agreed upon for submission to the shareholders of each of CSHP and CHPFL as required by the FBCA, as hereinafter in this Agreement set forth.

1. As of the date hereof, CSHP and CHPFL are both direct, wholly-owned subsidiary of Florida Health Plan Administrators, LLC, which is a direct, wholly-owned subsidiary of Aetna Health Holdings, LLC. Aetna Health Holdings, LLC is a direct, wholly-owned subsidiary of Aetna Inc. Upon the Effective Date as defined below, CHPFL will remain a direct, wholly-owned subsidiary of Florida Health Plan Administrators, LLC.

2. On June 1, 2014, subject to the approval of the Florida Office of Insurance Regulation and the Centers for Medicare & Medicaid Services, CSHP is hereby merged with and into CHPFL ("Effective Date"). CHPFL shall be the continuing resulting and surviving corporation and shall be governed by the laws of the State of Florida. On and after the Effective Date, the surviving corporation shall continue to exist under its present name pursuant to the provisions of the FBCA.

3. From and after the Effective Date, the articles of incorporation of the surviving corporation as in effect prior to the Merger shall be the articles of incorporation of said surviving corporation. Said articles shall continue in full force and effect until further changed or amended in the manner prescribed by the FBCA.

4. From and after the Effective Date, the By-Laws of the surviving corporation as in effect prior to the Merger shall be the By-Laws of said surviving corporation. Said By-Laws shall continue in full force and effect until changed or amended as in the manner prescribed therein and in the manner prescribed by the FBCA.

5. The directors and officers of the surviving corporation in office immediately prior to the Effective Date shall, from and after the Effective Date, be the directors and officers of the surviving corporation.

The directors and officers of the surviving corporation in office immediately prior to the Effective Date and the officers and directors elected shortly after the Effective Date shall hold their respective directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the articles of incorporation and/or By-Laws of the surviving corporation in effect from time to time.

6. The principal office of the surviving corporation shall be 6705 Rockledge Drive, Suite 800, Bethesda, MD 20817.

7. Upon the Effective Date, each of the outstanding shares of the stock of the merging corporation will be converted into 1/100th of one outstanding share of the surviving corporation. The shares of stock of the surviving corporation shall not be converted, but each said share which is issued as of the Effective Date shall continue to represent one issued share of stock of the surviving corporation.

8. The surviving corporation will promptly pay to dissenting shareholders of CSHP, if any, the amount, if any, to which they shall be entitled under provisions of FBCA with respect to appraisal rights of dissenting shareholders.

9. Upon the Effective Date, the Certificate of Authority held with the State of Florida in the name of CSHP will be surrendered.

10. The Board of Directors and the officers of CSHP and CHPFL are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

11. Intentionally Omitted.

12. Upon the Effective Date, the separate existence of CSHP shall cease, and all of the property, rights, privileges, immunities and franchises of CSHP and all of the property, real, personal and mixed, and all the debts due on whatever account of CSHP, as well as all stock subscriptions and other causes in action belonging to CSHP, and the title to all real estate vested in CSHP shall not revert or be in any way impaired by reason of the Merger contemplated by this Agreement, but shall be vested in CHPFL. Such property includes, but is not limited to, all contracts with health care providers held by CSHP. Upon the Effective Date, CHPFL shall be responsible and liable for all the liabilities and obligations of CSHP, including the liabilities and obligations of CSHP under the agreements to which it is a party. A claim by or against or a pending proceeding by or against CSHP may be prosecuted as if the Merger contemplated by this Agreement had not taken place, or CHPFL may be substituted in place of CSHP. Neither the rights of creditors nor any liens upon the property of CSHP are or shall be impaired by the Merger contemplated by this Agreement.

13. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. This Agreement may be modified, amended or supplemented by such additional agreements, articles or certificates as may be determined in the judgment of the respective Boards of Directors of the parties hereto to be necessary, desirable or expedient to further the purposes of this Agreement, to clarify the intention of the parties, to add to or to modify the covenants, terms or conditions contained herein or to effectuate or facilitate any governmental approval of the merger, or otherwise effectuate or facilitate the consummation of the transactions contemplated hereby.

15. *Termination.* This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date: i) by mutual written consent of the Board of Directors of CSHP and CHPFL; or ii) by either the Board of Directors of CSHP or CHPFL, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining either CSHP and CHPFL from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

16. This Agreement is subject to the approval of the Florida Office of Insurance Regulation and the Centers for Medicare & Medicaid Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized corporate officers and to have their respective corporate seals affixed hereto, all as of the day and year first above written.

COVENTRY HEALTH PLAN OF FLORIDA, INC. a Florida corporation

By: 

Edward C. Lee, Vice President and Secretary

COVENTRY SUMMIT HEALTH PLAN, INC. a Florida corporation

By: 

N. Natasha Redding, Assistant Secretary

STATE OF MARYLAND)

COUNTY OF MONTGOMERY)

) SS: BETHESDA

On this 1st day of May, 2014, before me, the subscriber, a Notary Public duly appointed to take proof and acknowledgment of deeds and other instruments, came N. Natasha Redding to me personally known to be the individual described in and who signed the preceding document and who duly acknowledged to me the signing of the same, and being by me duly sworn deposeeth and saith that she signed the preceding document as Assistant Secretary of COVENTRY SUMMIT HEALTH PLAN, INC., a Florida corporation

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal at Bethesda, Maryland, on the day and year first above written.

[Seal]



My comm. exp. Oct. 24, 2014


Notary Public

STATE OF CONNECTICUT)
) SS: HARTFORD
COUNTY OF HARTFORD)

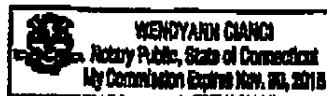
On this 15th day of [MAY], 2013, before me, the subscriber, a Notary Public duly appointed to take proof and acknowledgment of deeds and other instruments, came Edward C. Lee to me personally known to be the individual described in and who signed the preceding document and who duly acknowledged to me the signing of the same, and being by me duly sworn deposeth and saith that he signed the preceding document as Vice President and Secretary of COVENTRY HEALTH PLAN OF FLORIDA, INC., a Florida corporation

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal at Hartford, Connecticut, on the day and year first above written.

Wendyarin Cianci

Notary Public

[Seal]



Certificate of Assistant Secretary

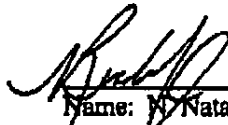
of

COVENTRY SUMMIT HEALTH PLAN, INC.
(a Florida corporation)

The undersigned, being the Assistant Secretary of Coventry Summit Health Plan, Inc., a Florida corporation, does hereby certify that

The sole shareholder of all of the outstanding shares having voting power of Coventry Summit Health Plan, Inc., a Florida corporation, dispensed with a meeting and vote of shareholders, and consented in writing, pursuant to the provisions of Florida Business Corporations Act, §607.0704 for the adoption of the foregoing Agreement and the transactions contemplated thereby.

Signed on May 1, 2014



Name: Natasha Redding
Title: Assistant Secretary of
Coventry Summit Health Plan, Inc., a Florida corporation

STATE OF MARYLAND)
) SS: BETHESDA
COUNTY OF MONTGOMERY)

On this 15 day of May, 2014, before me, the subscriber, a Notary Public duly appointed to take proof and acknowledgment of deeds and other instruments, came N. Natasha Redding, to me personally known to be the individual described in and who signed the preceding document and who duly acknowledged to me the signing of the same, and being by me duly sworn depose and saith that he signed the preceding document as Assistant Secretary of COVENTRY HEALTH CARE OF FLORIDA., a Florida corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal at Hartford, Connecticut, on the day and year first above written.



[Seal]

My comm. exp. Oct. 24, 2014


Notary Public

Certificate of Assistant Secretary

of

COVENTRY HEALTH CARE OF FLORIDA, INC.
(a Florida corporation)

The undersigned, being the Assistant Secretary of COVENTRY HEALTH PLAN OF FLORIDA, INC., a Florida corporation, does hereby certify that

The sole shareholder of all of the outstanding shares having voting power of COVENTRY HEALTH PLAN OF FLORIDA, INC., a Florida corporation, dispensed with a meeting and vote of shareholders, and consented in writing, pursuant to the provisions of Florida Business Corporations Act, §607.0704 for the adoption of the foregoing Agreement and the transactions contemplated thereby.

Signed on [1/15] / 2014

Name: ~~Thomas Rowing~~
Title: Assistant Secretary of
COVENTRY HEALTH PLAN OF FLORIDA, INC.,
a Florida corporation

STATE OF MARYLAND)
) SS: BETHESDA
COUNTY OF MONTGOMERY)

On this 1st day of May, 2014, before me, the subscriber, a Notary Public duly appointed to take proof and acknowledgment of deeds and other instruments, came Thomas Rolwing, to me personally known to be the individual described in and who signed the preceding document and who duly acknowledged to me the signing of the same, and being by me duly sworn deposeth and saith that he signed the preceding document as Assistant Secretary of COVENTRY HEALTH CARE OF FLORIDA, a Florida corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal at
Hartford, Connecticut, on the day and year first above written.



Denise E. Brown
Notary Public

[Seal]

My comm. exp. Oct. 24, 2014