

P95000040318



Health
First, Inc.

April 16, 1997

via Federal Express

Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32314

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-04/18/97--01107--008
*****122.50 *****122.50

Gentlemen:

Health First HMO, Inc.
Health First Health Plans, Inc.

We are enclosing herewith original and duplicate Articles of Merger in connection with the above-referenced corporations. The duplicate copy has been subscribed and acknowledged in the same manner as the original. Please endorse your approval on the duplicate, certify and return to the undersigned.

Our check for \$122.50 is enclosed to cover the following fees:

\$35.00 ... Filing Fee - Health First HMO
\$35.00 ... Filing Fee - Health First Health Plans
\$52.50 ... Certified Copy

Please return the certified copy to my attention. Thank you for your assistance in this matter.

Sincerely,

Wilma F. Daniel
Legal Assistant

Enclosures

FILED
97 APR 18 PM 1:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Hage

Office of Corporate Counsel

reply to:

8249 Devereux Drive
Melbourne, FL 32940

telephone (407) 752-4355
FAX (407) 253-3273

Health First, Inc. • 8249 Devereux Drive • Melbourne, Florida 32940-7955 • (407) 752-4300
Cape Canaveral Hospital • 701 West Cocoa Beach Causeway • PO Box 320069, Cocoa Beach, Florida 32932-0069 • (407) 799-7111
Holmes Regional Medical Center • 1350 South Hickory Street, Melbourne, Florida 32901-3276 • (407) 727-7000
Palm Bay Community Hospital • 1425 Malabar Road NE, Palm Bay, Florida 32907-2599 • (407) 722-8000

ARTICLES OF MERGER
Merger Sheet

MERGING:

HEALTH FIRST HEALTH PLANS, INC., a Florida corporation, P95000040324

INTO

HEALTH FIRST HMO, INC. which changed its name to

HEALTH FIRST HEALTH PLANS, INC., a Florida corporation, P95000040318

File date: April 18, 1997

Corporate Specialist: Steven Harris

ARTICLES OF MERGER
of
HEALTH FIRST HEALTH PLANS, INC.
(a Florida corporation)
with and into
HEALTH FIRST HMO, INC.
(a Florida corporation)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the Florida Business Corporation Act (the "Act"), Section 607.1105, Health First Health Plans, Inc., a Florida corporation ("Plans") and Health First HMO, Inc., a Florida corporation ("HMO"), hereby submit these Articles of Merger:

1. A copy of the Plan of Merger (the "Plan") with respect to the merger of Plans with and into HMO is attached to these Articles of Merger as Exhibit "A" and is incorporated herein.

2. The effective date of the Merger shall be the date the Articles of Merger are filed with the Secretary of State of Florida.

3. The Plan was approved by the shareholders of Plans on February 26, 1997.

4. The Plan was approved by the shareholders of HMO on February 20, 1997.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed in their respective names by their duly authorized officers as of the 26th day of February, 1997.

HEALTH FIRST HEALTH PLANS, INC.

HEALTH FIRST HMO, INC.

By: Jerry Senne
Jerry Senne, President

By: Jerry Senne
Jerry Senne, President

AGREEMENT AND PLAN OF MERGER
of
HEALTH FIRST HEALTH PLANS, INC.
(a Florida corporation)
with and into
HEALTH FIRST HMO, INC.
(a Florida corporation)

FILED
97 APR 18 PM 1:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 20th day of February, 1997, by and between HEALTH FIRST HEALTH PLANS, INC., a Florida corporation ("PLANS"), and HEALTH FIRST HMO, INC., a Florida corporation ("HMO") (PLANS and HMO hereinafter collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, PLANS is a corporation organized and existing under the laws of the State of Florida, with its principal office at 8247 Devereux Drive, Suite 103, Melbourne, Florida 32940; and

WHEREAS, HMO is a corporation organized and existing under the laws of the State of Florida, with its principal office at 8247 Devereux Drive, Suite 103 Melbourne, Florida 32940; and

WHEREAS, PLANS has an authorized capitalization of 10,000 shares of common stock with a par value of \$1 per share, of which 1,600 shares, representing all of the issued and outstanding common stock of PLANS, are owned by Health First, Inc.; and

WHEREAS, HMO has an authorized capitalization of 10,000 shares common stock with a par value of \$1 per share, of which 5,000 shares, representing all of the issued and outstanding common stock of HMO, are owned by PLANS;

WHEREAS, the respective Boards of Directors and sole Shareholder of each of the Constituent Corporations have deemed it advisable to merge PLANS with and into HMO (the "Merger") and have approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, the Constituent Corporations have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

Exhibit A

ARTICLE I

On the Effective Date, as defined in Article X below, the Merger shall become effective, at which time the separate existence of PLANS shall cease and PLANS shall be merged, pursuant to Section 607.1101 of the Florida Business Corporation Act, with and into HMO, which shall continue its corporate existence under the name "Health First Health Plans, Inc." and be the corporation surviving the Merger (the "Surviving Corporation").

ARTICLE II

The Surviving Corporation shall be governed by the laws of the State of Florida. On the Effective Date, the Articles of Incorporation of HMO as filed with the Secretary of State of the State of Florida shall be the Articles of Incorporation of the Surviving Corporation; provided, however, that the Articles of Incorporation of the Surviving Corporation shall be amended to change the name of the Surviving Corporation to Health First Health Plans, Inc.

ARTICLE III

On the Effective Date, the existing Bylaws of HMO shall be the Bylaws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with applicable law, the Articles of Incorporation and said Bylaws.

ARTICLE IV

The officers and directors of HMO in office on the Effective Date shall remain the officers and directors of the Surviving Corporation. If, on the Effective Date, a vacancy exists, it may thereafter be filled in the manner provided by the Bylaws of the Surviving Corporation.

ARTICLE V

The manner of carrying into effect the Merger shall be as follows:

1. On the Effective Date, each outstanding share of HMO common stock shall cease to be outstanding, be canceled and retired, and no payment shall be made nor other consideration paid with respect thereto; and
2. On the Effective Date, the sole Shareholder of PLANS shall transfer, assign and surrender to HMO all of the

shares of stock of PLANS owned by such Shareholder as of the Effective Date, free and clear of all liens and encumbrances, in exchange for the transfer by HMO to the Shareholder of one newly issued share of HMO common stock for each share of PLANS common stock surrendered.

ARTICLE VI

At such time as the Merger becomes effective, title to all of the assets of PLANS shall be vested in HMO without reversion or impairment and HMO thenceforth shall be responsible for all of the liabilities and obligations of PLANS. Any proceeding pending against PLANS may be continued as if the Merger did not occur, or the Surviving Corporation may be substituted in its place.

ARTICLE VII

Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said Surviving Corporation, according to the terms hereof, the title to any property or rights of PLANS, the last acting officers of PLANS, or the corresponding officers of the Surviving Corporation, shall execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

ARTICLE VIII

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either of the Constituent Corporations by appropriate resolution of either of the Boards of Directors at any time prior to the Effective Date of the Merger.

ARTICLE IX

This Agreement and the Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the State of Florida as soon as practicable after the last approval by the shareholders and the Boards of Directors of the Constituent Corporations. The Merger shall become effective as of the date the Articles of Merger are filed with the Secretary of State of Florida (the "Effective Date").

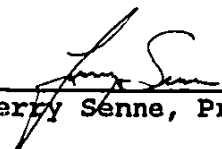
ARTICLE X

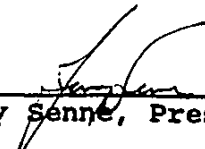
This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be signed in its corporate name by its duly authorized officer all as of the date first above written.

HEALTH FIRST HEALTH PLANS, INC.

HEALTH FIRST HMO, INC.

By 
Jerry Senne, President

By 
Jerry Senne, President

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