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MELISSA M. THOMPSON**
EDWARD T. WATERS*

SANA F. SHTABEL

*ADMITTED IN MARYLAND
*ADMITTED IN VIRGINIA
*NOT ADMITTED IN D.C.

June 26, 1995

BY FEDERAL EXPRESS

Florida Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

To Whom It May Concern:

Enclosed for filing are the Articles of Incorporation for Community Partnership Network, Inc., and a designation of registered agent for the corporation. Also enclosed is a check for \$122.50, for the filing fee (\$35 for the Articles and \$35 for the designation of registered agent) and for the return of a certified copy of the Articles (\$52.50). Please send the certified copy to the registered agent:

Susan Moore
Florida Association of Community Health Centers,
Inc.
1203 Governors Square Blvd.
Suite 302
Tallahassee, Florida 32301.

Thank you for your attention.

Sincerely,

Karen Burke

Karen Burke

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****122.50 ****122.50

UFW

Articles of Incorporation
of
COMMUNITY PARTNERSHIP NETWORK , INC.

The undersigned, being a natural person of the age of eighteen years or more and acting as incorporator for the purpose of organizing a corporation pursuant to the Florida Business Corporation Act, FLA. STAT. ANN. §§ 607.0101 *et seq.* (the "Act"), does hereby adopt the following Articles of Incorporation for such corporation:

FIRST: *Corporate Name.* The name of the corporation is Community Partnership Network, Inc. (the "Corporation").

SECOND: *Duration.* The duration of the corporation shall be perpetual.

THIRD: *Purposes.* The purposes for which the corporation is organized are as follows:

(1) To engage in the business of providing managed health care services under the laws of the State of Florida and any other jurisdiction in which it shall qualify to do business as a managed care organization or similar health care entity;

(2) To engage in any aspect of the performance of any undertaking or obligation in the area of managed health care, including, but not limited to, the negotiation, formation and management of a health coverage program incorporating managed care services;

(3) To engage in providing health services to individuals, corporations, partnerships, associations, and federal, state, and local government entities through the use of managed care programs;

(4) To take such other actions for or on behalf of the provision of managed care services as may be required;

(5) To enter into partnership agreements or joint ventures, to join or consolidate with, and to enter into agreements and cooperative relations not in contravention of law with, any person, firm, association, or corporation engaged in carrying on any business in which the corporation is authorized to engage, or in connection with carrying out all or any of the purposes of this corporation;

(6) To enter into and perform all manner and kinds of contracts, agreements, and obligations for any lawful purpose by or with any person, firm, association, corporation, or governmental division or subdivision;

(7) To hire and employ agents, servants, and employees; to enter into agreements or employment and collective bargaining agreements; and to act as agent, contractor, trustee, factor, or otherwise, either alone or in company with others;

(8) To apply for, obtain, register, purchase, lease, or otherwise to acquire, and to hold, use, develop, operate, and introduce, and to sell, assign, grant licenses or territorial rights in respect to, or otherwise to turn to account or dispose of, any copyrights, trademarks, tradenames, servicemarks, servicenames, brands, labels, patent rights, or letters patent of the United States, or of any other country or government, or any inventions, improvements, and processes, whether used in connection with or secured under letters patent or otherwise;

(9) To purchase, lease, or otherwise acquire by bequest, devise, gift, or other means, and to hold, own, manage, or develop, and to mortgage, hypothecate, deed in trust, sell, convey, exchange, option, subdivide, or otherwise dispose of real and personal property of every class and description and any estate or interest therein, as may be necessary or convenient for the proper conduct of the affairs of the corporation, without limitation as to amount or value, in any of the states, districts, territories, colonies, dependencies, or territories of the United States, and in any and all foreign countries, subject to the laws of any such states, districts, territories, or countries;

(10) To manage, operate, and carry on any other business in connection with the foregoing powers, and to have and exercise all powers now or hereafter conferred on corporations formed under the laws of the State of Florida, or any other state, district, territory, colony, dependency, or foreign country, and any amendments thereto;

(11) To conduct and carry on its business or any branch thereof in any state or territory of the United States or in any foreign country in conformity with the laws of such state, district, territory, colony, dependency, or foreign country, and to have and maintain in any state, district, territory, colony, dependency, or foreign country a business office, plant, store, or other facility.

The above enumerated purposes shall not be construed as limiting or restricting in any manner the powers of this corporation which shall always have such incidental powers as may be connected with or related to any specific power herein enumerated.

Nothing herein contained shall be construed as giving the corporation any rights, powers, or privileges not permitted to it by law, but the occurrence in any of the foregoing clauses of this article of any purpose, power, or object prohibited by the laws of the State of Florida or of any other state or of any district, territory, colony, dependency, or foreign country in which the corporation may carry on business shall not invalidate any other purpose, power, or object not so prohibited, by reason of contiguity or apparent association therewith.

FOURTH: *Principal Office of Corporation.* The street address and the mailing address of the initial principal office of the Corporation is c/o Florida Association of Community Health Centers, Inc., 1203 Governors Square Blvd., Suite 302, Tallahassee, Florida 32301.

FIFTH: *Authorization of Shares.* The Corporation shall have the authority to issue: (1) five thousand (5,000) shares of Class A, Series 1 common stock; (2) two million (2,000,000) shares of Class A, Series 2 common stock. Class A shares shall have unlimited voting rights and shall be entitled to receive the net assets of the corporation upon dissolution. For documentary stamp tax purposes only, the par value of the Corporation's common stock shall be \$.0001 per share. The board of directors of the corporation may determine the preferences, limitations, and relative rights of any class of shares or one or more series of shares within a class of shares before the issuance of any shares of that class or series, and no shares other than Class A shares may be issued without amendment of these Articles of Incorporation. Notwithstanding any amendment authorizing the issuance of any class of shares, the Board of Directors may not issue any class of shares with such rights as to diminish the voting power of Class A shareholders below 51% with respect to such corporate matters for which shareholder vote is required or permitted under the Act, the articles of incorporation, bylaws, or the Subscription and Shareholder Agreement, without prior approval of two thirds of the signatories of the Subscription and Shareholder Agreement, attached hereto.

SIXTH: *Registered Agent.* The name and street address of the initial registered agent of the Corporation is Susan Moore, Florida Association of Community Health Centers, Inc., 1203 Governors Square Blvd., Suite 302, Tallahassee, Florida 32301.

SEVENTH: *Internal Affairs.* The following provisions are set forth for the regulation of the internal affairs of the corporation.

(1) The number of directors of the corporation shall be specified in the bylaws of the corporation. The number of directors may be increased or decreased from time to time, in accordance with the bylaws of the corporation, but shall never be less than one.

(2) Each holder of Class A common shares of the corporation shall be entitled to appoint a director of the corporation provided that such shareholders hold a minimum of 150 Class A, Series 1 shares unless its shares are reduced below that number pursuant to a proportional reduction of all Class A, Series 1 common shares among all shareholders. The voting power of a director appointed by a holder of Class A shares shall be in the same proportion as the number of Class A shares held by the appointing shareholder bears to the number of Class A shares held by all Class A shareholders.

(3) The provisions of the Subscription and Shareholder Agreement attached hereto as Exhibit A shall apply.

EIGHTH: *Incorporator.* The name and address of the incorporator is:

Susan Moore

Florida Association of
Community Health Centers, Inc.
Suite 302
1203 Governors Square Blvd.,
Tallahassee, Florida 32301

In witness whereof, the undersigned incorporator have executed these Articles of Incorporation in duplicate on JUNE 23, 1995.

Susan A. Moore
Susan Moore, Incorporator

EXHIBIT A

SUBSCRIPTION AND SHAREHOLDER AGREEMENT

We, the undersigned Florida nonprofit corporations (hereinafter "subscribers"), desiring to establish a managed care organization, in consideration of our mutual promises and acting pursuant to the Florida Not For Profit Corporation Act, Fla. Sta. Ann. § 617.0302, hereby enter into this Subscription and Shareholder Agreement (hereinafter "Agreement").

The parties hereto understand and agree as follows:

1. Number and Rights of Shares Subscribed. Each subscriber agrees to purchase at least one hundred fifty-four (154) shares (the "minimum subscription"), up to a maximum of two hundred (200) shares (the "maximum subscription") of the Class A, Series 1 common capital stock of Community Partnership Network, Inc., a Florida corporation ("the corporation"), at One Hundred Dollars (\$100.00) per share, such number of shares to be determined by dividing Two Hundred and Thirty Thousand Dollars (\$230,000) by the number of subscribers to this Agreement and rounding the subscribed amount up so that there is no fractional issue of shares to any subscriber (the "subscription amount"). Such Class A, Series 1 common capital stock shall have the voting rights as provided in this Agreement and shall be entitled to share in the net assets of the corporation upon dissolution in proportion to the amount of stock held. Holders of Class A stock shall be entitled to share in the

profits of the corporation in proportion to the amount of stock held; distribution of such profits to be subject to the discretion of the Board of Directors and consistent with all legal requirements.

2. Minimum Number of Subscribers. This Agreement is not binding on any of the parties unless at least twelve (12) health centers identified in Attachment A hereto subscribe to this Agreement in the total subscription amount of Two Hundred Thirty Thousand Dollars (\$230,000.00). In the event that sufficient subscriptions are not obtained, the corporation shall return the subscriber's subscription amount less the corporation's reasonable expenses of organization incurred. Such expenses shall be allocated equally among subscribers. A subscriber that has not paid the subscription amount nevertheless shall be liable for its pro rata share of the corporation's organizational expenses. A subscriber's liability under this Agreement is limited to the subscription amount.

3. Payment Terms. Each subscriber agrees to purchase and fully pay for the minimum subscription within 30 days of the date of its subscription, or by August 1, 1995, whichever is earlier. As of August 1, 1995, the final subscription obligation will be calculated, based upon the number of minimum subscription purchases received. Dividing \$230,000 by the number of subscribers, the subscription obligation will be as follows: for twelve subscribers, \$19,200; for thirteen subscribers, \$17,700; for fourteen

subscribers, \$16,500; for fifteen subscribers, \$15,400. Each subscriber further agrees to pay an additional amount to equal the difference between the minimum subscription purchase amount and the subscription obligation, by August 11, 1995, if the subscription obligation exceeds the minimum subscription purchase amount; provided that no subscriber shall pay more than the maximum subscription obligation of the \$19,200. Subscribers that fail to pay either the minimum purchase amount by August 1, 1995 or the amount of this subscription obligation, if greater, by August 11, 1995 will lose their entitlement to any and all rights under this Agreement, but shall not be bound by any provisions of this Agreement except for the liability described in 2 above. It is understood that prior to entering into this Agreement, certain subscribers deposited funds with the Florida Association of Community Health Centers ("FACHC"), and that such deposits may have been used to defray some of the corporation's expenses. Such deposits shall be considered to be payment of, or toward, the subscribed amount, and such subscribers hereby authorize and direct FACHC to transfer those funds, or any balance thereof, to the corporation. Such subscribers also authorize and direct FACHC to provide to the corporation a complete accounting of all such deposits and all such uses of those deposits.

4. Subscription Period. All health centers identified in Exhibit A attached hereto shall be entitled to

purchase Class A, Series 1 common capital stock of the corporation on the subscription terms provided in this Agreement until August 15, 1995. Thereafter, nonsubscribing health centers may acquire Class A, Series 1 common capital stock only if permitted to do so by the corporation's board of directors and under such terms and conditions as the board of directors may determine.

5. Transfer of Shares. The Class A capital stock issued by the corporation shall be transferrable only to other health centers listed in Exhibit A or to the corporation and shall contain such other restrictions on transfer as the board of directors of the corporation may determine.

6. Rights of Class A Shareholders. Each health center listed in Exhibit A holding Class A shares shall be entitled to appoint one Class A director of the corporation. Each Class A director's vote on the board of directors shall be weighted in the same proportion as the number of Class A shares held by the appointing health center bears to the total number of Class A shares held by all health centers, provided, that a subscribing health center shall not be entitled to a seat on the board of directors nor to enforce any provision of this Subscription and Shareholder Agreement in the event the number of Class A, Series 1 common shares it holds is reduced below the number of shares purchased with the subscription amount, unless such reduction is made

pursuant to a proportional reduction of all Class A, Series 1 common shares among all health centers holding such shares.

7. Additional Capitalization. The subscribers understand and agree that this initial stock subscription (including subscriptions pursuant to paragraph 4 above), is intended to provide only for the initial capitalization of the corporation and that substantial additional capital will be necessary for the corporation to become operational. At such time as the board of directors of the corporation determines that additional capital is required, (acting on the advice and recommendations of the corporation's consultants and financial advisors) the subscribers agree as among themselves to the following procedures for distributing additional capital stock of the corporation.

(a). Offering of Shares to Health Centers.

(1). The board of directors of the corporation shall determine the amount of additional capital required and the price per share of capital stock to be offered and so notify Class A, Series 1 shareholders. Such additional shares shall be designated Class A, Series 2 common and shall have the rights of Class A shares as provided in this Agreement.

(2). Health centers owning the corporation's Class A, Series 1 common capital stock shall notify the corporation within 30 days of the maximum amount

of Class A, Series 2 common capital stock to which they will subscribe at the price set by the corporation's board of directors.

(3). The total number of Class A, Series 2 common subscribed for shall be distributed among subscribing Class A, Series 1 shareholders as follows:

(i). shares equal to the smallest number of shares subscribed to by any subscriber shall be allocated to each subscriber.

(ii). in the event that shares remain after such allocation, shares shall be distributed equally among subscribers willing to purchase at least the next larger number of shares.

(iii). in the event that shares remain after such allocation, such shares shall be distributed in the same manner among subscribers willing to purchase successively larger numbers of shares until all available shares have been distributed among subscribers, or until the offers to purchase of all subscribers have been filled, whichever comes first.

(iv). payment for shares shall be due within 30 days of the offer to purchase shares. The shares of subscribers that default in payment shall be distributed equally to subscribers that offered to purchase more shares than they were allocated.

(By way of example only: The corporation's

board of director's votes to issue 2 million Class A, Series 2 common shares at \$1.00 per share. After notice to Class A, Series 1 shareholders, 12 subscribers offer to purchase shares in the following amounts: 4 subscribers each offer to purchase \$25,000 in shares; 4 subscribers each offer to purchase \$100,000 in shares; 2 subscribers each offer to purchase \$200,000 in shares; 1 subscriber offers to purchase \$1,000,000 in shares; 1 subscriber offers to purchase the entire subscription at \$2,000,000. In this case, the shares would be distributed among subscribers as follows: (1) all 12 subscribers would receive 25,000 shares (accounting for \$300,000 of the total share offering); (2) the 8 remaining subscribers willing to purchase at least \$100,000 in shares would each receive an additional allocation of 75,000 shares (accounting for an additional \$600,000 of the total shares offered); (3) the 4 remaining subscribers willing to purchase at least \$200,000 in shares would each receive an additional allocation of 100,000 shares (accounting for an additional \$400,000 of the total shares offered); (4) the 2 remaining subscribers willing to purchase at least \$1 million in shares would each be allocated an additional 350,000 shares (\$2,000,000 - \$1,300,000 previously purchased, divided by 2). As a result, the subscription would be distributed among subscribing health centers as follows: 4 subscribers would have 25,000 shares each; 4 subscribers would have 100,000 shares each; 2 subscribers

would have 200,000 shares each; 2 subscribers would have 550,000 shares each. In the event that one of the subscribers for 200,000 shares defaults on payment, each of the latter two subscribers would be allocated an additional 100,000 shares).

(b). Offering of Shares to Health Center Employees. In the event that insufficient capital is obtained pursuant to the offering described in Section 7(a), capital stock of a class or series and with such rights as may be determined by the corporation's board of directors shall be offered to employees or groups of employees of Class A subscribers, provided that counsel for the corporation shall first determine that such offering does not require registration as a public offering under applicable federal and State securities laws. In the event that counsel determines that registration of the offering is required and would be unduly burdensome to the corporation, counsel shall be directed to determine whether there are alternatives for offering shares to health center employees in a manner that would not require registration.

(c). Outside Investors. In the event that an offering to health center employees as described in Section 7(b) cannot be made without requiring registration or, if made, fails to raise the required capital, it is understood and agreed that the board of directors of the corporation is authorized to issue additional classes of

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ROGER L. SCHWARTZ*
BETH GOODMAN

* ADMITTED IN MARYLAND
* ADMITTED IN VIRGINIA
* NOT ADMITTED IN D.C.

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DAVID SHELTON*
KELLY SWEENEY*
LISA V. TERRY**
MELISSA M. THOMSON*
EDWARD T. WATERS*

November 14, 1995

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*****87.50 *****87.50

BY FEDERAL EXPRESS

Florida Division of Corporations
Amendment Section
409 East Gaines Street
Tallahassee, FL 32399

To Whom It May Concern:

Enclosed for filing are two original copies of Articles of Amendment to the Articles of Incorporation of Community Partnership Network, Inc. Please note that the amendment changes the name of the corporation to Alpha Health Plan, Inc.

Also enclosed is a check for \$87.50 for the filing fee and for the return of a certified copy of the Articles of Amendment. Please send the certified copy to the registered agent:

Susan Moore
Florida Association of Community Health Centers, Inc.
1203 Governors Square Blvd.
Suite 302
Tallahassee, Florida 32301.

Thank you for your attention.

Very truly yours,

Michael B. Glomb

cc: Susan Moore

Articles of Amendment

of

COMMUNITY PARTNERSHIP NETWORK, INC.

The undersigned, being a natural person of the age of eighteen years or more and being the sole incorporator of the corporation, pursuant to the Florida Business Corporation Act, FLA. STAT. ANN. §§ 607.1005, does hereby adopt the following amendment to the corporation's Articles of Incorporation:

1. Article First of the Articles of Incorporation is amended to provide as follows:

Corporate Name. The name of the corporation is Alpha Health Plan, Inc. (the "Corporation").

2. The amendment was adopted by the sole incorporator on October 18, 1995.

3. The amendment was adopted by the sole incorporator. The corporation has not yet issued shares. Accordingly, pursuant to FLA. STAT. ANN. §§ 607.1005, shareholder action was not required to adopt the amendment.

In witness whereof, the undersigned incorporator has executed these Articles of Amendment in duplicate on October 18, 1995.

Susan Moore
Susan Moore, Incorporator

FILED
OCT 15 1995
TALLAHASSEE, FLORIDA

capital stock to investors other than health centers listed on Exhibit A. Such additional classes of stock may provide for such rights (including the right to elect or appoint directors of the corporation, but only directors in addition to Class A directors) as may be necessary in the judgment of the board of directors to obtain sufficient capital to fulfill the mission of the corporation. Class A shareholders shall be entitled to purchase shares of additional classes or series of capital stock as may be issued by the corporation but shall be entitled only to the rights such additional classes or series afford to purchasers thereof.

8. Amendments to Articles of Incorporation. The subscribers understand and agree that amendments to the corporation's Articles of Incorporation may be made to provide for the issuance of additional shares and/or classes of the corporation's capital stock as required by Fla. Sta. Ann. § 607.0601.

9. Term of Agreement. This Agreement shall be effective as of its date of execution, and continue to be binding on subscribers as shareholders insofar as provisions apply to shareholders for a period of three years, and thereafter automatically renew from year to year; provided, that this agreement may be terminated upon a vote of two thirds of the Class A shareholders, each shareholder being entitled to one vote without regard to the number of Class A

shares held by a shareholder. A meeting for the purpose of voting upon termination of this Agreement may be called at any time at the request of any Class A shareholder after the expiration of the initial three-year term of this Agreement.

10. Governing Law. Unless superseded by Federal law, this Agreement will be governed exclusively by the laws of the State of Florida.

11. Disputes

a. Arbitration of disputes

Any dispute arising under this Agreement shall be referred for decision by arbitration by an arbitrator selected by the parties, or by each side if there are more than two parties. The proceeding shall be governed by Rules of the American Arbitration Association then in effect or such rules last in effect (in the event such Association is no longer in existence). If the parties (or the two sides, if there are more than two parties) are unable to agree upon such an arbitrator within 30 days after either party or side has given the other party or side written notice of its desire to submit the dispute, controversy or question for decision, then either party or side may apply to the American Arbitration Association for the appointment of an arbitrator or, if such Association is not then in existence or does not desire to act in the matter, each party or side shall appoint an arbitrator of its choice. The appointed arbitrators will select a third arbitrator to hear the

parties and settle the dispute, controversy or question.

b. Exclusive remedy

Arbitration shall be the exclusive remedy for the settlement of disputes arising under this Agreement. The decision of the arbitrator(s) shall be final, conclusive and binding, and no action at law or in equity may be instituted by any party other than to enforce the award of the arbitrator(s). Each party or side will bear its/their own attorneys' fees and related costs, and each party or side will equally bear the costs of arbitration.

12. Compliance with Applicable Laws. In establishing the corporation and in issuing shares, the parties agree to retain counsel to advise them and to ensure that the formation of the corporation and the issuance of shares will conform to applicable State and Federal laws.

13. Execution of Agreement. Separate copies of this Agreement may be circulated and signed with the same force and effect as though all of the signatures were appended to one original instrument.

["The corporation"]

Date: _____

By: _____

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

By: _____

Date: _____

ETC.

EXHIBIT A

[List to be attached of all FACHC members]

Certificate of Designation of Registered Agent and Registered Office By a Legally Authorized Corporation

Pursuant to the provisions of Section 607.0501 of the Florida Business Corporation Act, the corporation herein named, organized under the laws of the State of Florida, submits the following statement in designating the registered office and registered agent, in the State of Florida.

1. The name of the corporation is: COMMUNITY PARTNERSHIP NETWORK, INC.
2. The name and address of the registered agent and office is:

Susan Moore
Florida Association of Community Health Centers, Inc.
1203 Governors Square Blvd.
Suite 302
Tallahassee, Florida 32301.

65 JUN 27 PM 3:08

Having been named as registered agent and to accept service of process for the above-stated corporation at the place designated in this certificate, the above-stated registered agent hereby accepts the appointment as registered agent and agrees to act in this capacity. The above-stated registered agent further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and the registered agent is familiar with and accepts the duties and responsibilities of its position as registered agent.

Signature:

Susan Moore
Susan Moore

Date:

June 21, 1995

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FELDESMAN, TUCKER, LEIFER, FIDELL & BANK

ATTORNEYS AT LAW

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*ADMITTED IN MARYLAND
*ADMITTED IN VIRGINIA
*NOT ADMITTED IN D.C.

September 25, 1996

Florida Department of State
Divisions of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

RE: Articles of Amendment

200001960532
-10/01/96--01047--021
*****96.25 *****96.25

Dear Sir/Madam:

Enclosed please find two originals of the Articles of Amendment of Alpha Health Plan. I would like to file these with your organization. In addition, I have also included a check in the amount of \$96.25. This will cover the cost of the following:

1. Filing fee - \$35.00
2. Certified Copies - \$52.50
3. Certificate of Status - \$8.75

If you have any questions, please feel free to contact me.
Thank you for your courtesy and cooperation.

Sincerely,

Wanda Young

Wanda A. Young
(Secretary to Karen Burke)

WAY:enclosure

SH 3/3

FILED
96 SEP 30 AM 8:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment
of
ALPHA HEALTH PLAN, INC.

FILED
96 SEP 30 AM 8:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, being a natural person of the age of eighteen years or more and being the President of the corporation, pursuant to the Florida Business Corporation Act, FLA. STAT. ANN. § 607.1006, does hereby certify that the following amendments to the corporation's Articles of Incorporation were adopted:

1. The last sentence of Article Fifth shall be amended to provide as follows:

Notwithstanding any amendment authorizing the issuance of any class of shares, the Board of Directors may not issue any class of shares with such rights as to diminish the voting power of Class A shareholders below 51% with respect to such corporate matters for which shareholder vote is required or permitted under the Act, the articles of incorporation, or the bylaws without the prior approval of two thirds of the Class A shareholders.

2. Subsection (3) of Article Seventh shall be deleted in its entirety and replaced with the following:

(3) The corporation, by vote of two thirds of the Class A shareholders, may determine that an action or proposed action is of such significance and importance that the best interests of the corporation will be served only if there is unanimous consent by Class A shareholders, or unanimous participation of Class A shareholders if shareholder action is required. Actions which the shareholders may determine require unanimous consent by or participation of Class A shareholders may include, but shall not be limited to, shareholder assessments and pledges of a shareholder's shares to secure loans to the corporation. A Class A shareholder is entitled to dissent from any action which the shareholders have determined require unanimous consent or unanimous shareholder participation and to obtain payment from the corporation for the fair value of its shares pursuant to § 607.1302 of the Florida Business Corporation Act. The rights of shareholder dissent provided for herein shall be in addition to shareholders

rights to dissent available under § 607.1302 of the Florida Business Corporation Act.

3. The Articles of Incorporation shall be amended to add an Article Nine as follows:

NINTH: Acquisition of Shares by the Corporation. Shares of the corporation that have been issued and subsequently acquired by the corporation shall constitute issued but not outstanding shares of the same class and series. These shares shall remain issued but not outstanding until the board of directors of the corporation cancels these shares or they are disposed of (by resale or otherwise) by the corporation. If the board of directors cancels these shares, they shall constitute authorized and unissued shares of the same class and shall be undesignated as to series. Shares acquired by the corporation shall not be entitled to vote on any matter if the shares are not outstanding shares or are unissued shares.

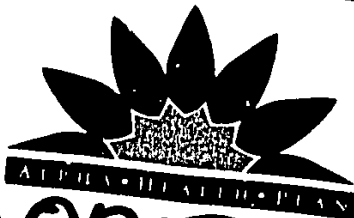
4. The above amendments were approved by resolution of a majority of the corporations' Class A, Series 1 shareholders at a special meeting of the shareholders on August 7, 1996. At this time and at the time of the special meeting, Class A, Series 1 shareholders are the sole voting group of Alpha Health Plan, Inc. The number of shareholder votes cast for the amendment was sufficient for approval of that amendment, pursuant to Sections 607.1003 and 607.1004, and the Alpha Health Plan Bylaws, Article X, Section 1.2

In witness whereof, the undersigned President of Alpha Health Plan, Inc., has executed these Articles of Amendment in duplicate on September 20, 1996.



Walter Presha, President

P95000050569



August 4, 1997

Florida Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314

Re: Corporate Office Relocation

Dear Sir/Madam:

Please allow this letter to serve as notification that Alpha Health Plan, Inc., FIN: 59-3359005, has relocated its Corporate office to the following address:

Alpha Health Plan
851 Trafalgar Court
Suite 225 East
Maitland, Florida 32751
(407) 475-0909

If possible, please mail us a confirmation that our records have been updated. Should you have any questions, please feel free to contact me at the number above.

Thank you for your assistance.

Sincerely,

Jeanice Caskey

Jeanice Caskey
Administrative Assistant

Kellie
8/13