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MERGER OR SHARE EXCHANGE

Flagler Hospital, Inc.

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Merger
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EFFECTIVE DATE

May 1, 2014

ARTICLES OF MERGER
of
FLAGLER HEALTH CARE SYSTEM, INC.
with and into
FLAGLER HOSPITAL, INC.

Pursuant to Section 617.1105, Florida Statutes (2013), **FLAGLER HEALTH CARE SYSTEM, INC.**, a Florida not for profit corporation (the "**Merged Company**"), and **FLAGLER HOSPITAL, INC.**, a Florida not for profit corporation (the "**Surviving Corporation**"), submit these Articles of Merger.

1. **Plan of Merger**. A copy of the Agreement and Plan of Merger (the "**Plan**") of the Merged Company and the Surviving Corporation is attached to these Articles as **Exhibit A** and is specifically incorporated by this reference.

2. **Effective Date**. The effective date of the merger is May 1, 2014.

3. **Approval of Merger**. The Board of Trustees of the Merged Company, by a vote of 8 to 0, approved the Plan as of April 25, 2014, in accordance with the applicable provisions of Chapter 617, Florida Statutes (2013). The Board of Trustees of the Merged Company consisted of 14 Trustees at the time it approved the Plan. The Merged Company had no members who were entitled to vote on the Plan. The Board of Trustees and the sole member of the Surviving Corporation approved the Plan as of April 25, 2014, in accordance with the applicable provisions of Chapter 617, Florida Statutes (2013).

[Signature page follows]

IN WITNESS WHEREOF, the Merged Company and the Surviving Corporation have executed and delivered these Articles of Merger as of April 25, 2014.

FLAGLER HEALTH CARE SYSTEM, INC.

By:____________________

FLAGLER HOSPITAL, INC.

By:____________________

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Exhibit A

Agreement and Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

of

FLAGLER HEALTH CARE SYSTEM, INC.
(a Florida not for profit corporation)

with and into

FLAGLER HOSPITAL, INC.
(a Florida not for profit corporation)

THIS AGREEMENT AND PLAN OF MERGER is entered into this 25th day of April, 2014, between **FLAGLER HEALTH CARE SYSTEM, INC.**, a Florida not for profit corporation with its principal office at 400 Health Park Boulevard, St. Augustine, Florida 32086 ("**FHCS**"), and **FLAGLER HOSPITAL, INC.**, a Florida not for profit corporation with its principal office at 400 Health Park Boulevard, St. Augustine, Florida 32086 ("**Hospital**" and, together with FHCS, the "**Constituent Entities**").

Preliminary Statement. FHCS and Hospital are hereby adopting a plan of merger, providing for the merger of FHCS with and into Hospital, with Hospital being the surviving corporation (the "**Merger**"). The Merger shall be consummated in accordance with this Agreement and evidenced by Articles of Merger between FHCS and Hospital (the "**Articles of Merger**"). Each of the Boards of Trustees of FHCS and Hospital has (i) determined that the Merger and this Agreement are fair and in the best interest of each respective corporation and its members; and (ii) approved this Agreement and Plan of Merger. The Board of Trustees of Hospital also directed that this Agreement and Plan of Merger be submitted to a vote at a meeting of Hospital's members.

Accordingly, in consideration of the foregoing 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 Entities agree as follows:

ARTICLE I
MERGER

The Merger shall become effective on the Effective Date, as defined in Article VII, at which time the separate existence of FHCS shall cease and FHCS shall be merged, pursuant to Florida law, with and into Hospital, which shall continue its existence and be the entity surviving the Merger (the "**Surviving Entity**").

ARTICLE II
LAW GOVERNING SURVIVING ENTITY

The Surviving Entity shall be governed by the laws of the State of Florida.

ARTICLE III
SURVIVING ENTITY

On the Effective Date, the separate existence of FHCS shall cease, and Hospital, as the Surviving Entity, shall succeed to all of the rights, privileges, immunities, and franchises, and all of the property, real, personal, and mixed, or any interest therein, of FHCS, without the necessity for any separate transfer. The Surviving Entity shall then be responsible and liable for all liabilities and obligations of FHCS, if any, and neither the rights of creditors nor any liens on the property of FHCS shall be impaired by the Merger.

ARTICLE IV
ARTICLES OF INCORPORATION AND BYLAWS

As of the Effective Date, (i) the current Articles of Incorporation of the Surviving Entity shall be amended and restated as set forth in **Exhibit A** attached hereto and (ii) the current Bylaws of the Surviving Entity shall be amended and restated as set forth in **Exhibit B** attached hereto.

ARTICLE V
OFFICERS AND DIRECTORS

The Trustees of the Surviving Entity shall be redesignated as "Directors" and, following the Effective Date, shall be those persons set forth in **Exhibit C** attached hereto. The current officers of the Surviving Entity shall continue to be the officers of the Surviving Entity for the full unexpired terms of their office and until their successors have been elected or appointed and qualified following the Effective Date.

ARTICLE VI
FURTHER ASSURANCES; ABANDONMENT

Prior to and from and after the Effective Date, the Constituent Entities shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either of the Constituent Entities by appropriate resolution of its Board of Trustees at any time prior to the Effective Date.

ARTICLE VII
EFFECTIVE DATE

The effective date of the Merger shall be May 1, 2014 (the "**Effective Date**").

ARTICLE VIII
NO MEMBERS

The Surviving Entity shall not have any members.

ARTICLE IX
GOVERNING LAW

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, without regard to conflict of law principles.

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

FLAGLER HEALTH CARE SYSTEM, INC.

By: ______________________________
Len Tucker
Chairman

FLAGLER HOSPITAL, INC.

By: ______________________________
Len Tucker
Chairman

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