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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
Bayfront Health, Education and Research Organization

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**STATE OF FLORIDA
ARTICLES OF MERGER
OF
BAYFRONT MEDICAL CENTER, INC.
(a Florida not-for-profit corporation)
BAYFRONT ENTERPRISES, INC.
(a Florida corporation)
BAYFRONT HOME HEALTH CARE, LLC
(a Florida limited liability company)
And
BAYFRONT PHYSICIAN SPECIALTY SERVICES, LLC
(a Florida limited liability company)
INTO
BAYFRONT HEALTH, EDUCATION AND RESEARCH ORGANIZATION, INC.
(a Florida not-for-profit corporation)**

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The following Articles of Merger are being submitted in accordance with Sections 607.1108, 607.1109, 608.438 and 617.0302(16) of the Florida Statutes:

FIRST: The name, street address, jurisdiction, entity type, Florida document number and tax identification number for the "Merged Entities" are as follows:

Name: Bayfront Medical Center, Inc.
Street Address: 744 Sixth Avenue South, St. Petersburg, Florida 33701
Jurisdiction: Florida
Entity Type: not-for-profit corporation
Florida Doc.: 714853
FEI Number: 591218020

Name: Bayfront Enterprises, Inc.
Street Address: 744 Sixth Avenue South, St. Petersburg, Florida 33701
Jurisdiction: Florida
Entity Type: corporation
Florida Doc.: H78833
FEIN Number: 592592872

Name: Bayfront Home Health Care, LLC
Street Address: 744 Sixth Avenue South, St. Petersburg, Florida 33701
Jurisdiction: Florida
Entity Type: limited liability company
Florida Doc.: L04000040187
FEI Number: 113722443

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Name: Bayfront Physician Specialty Services, LLC
Street Address: 744 Sixth Avenue South, St. Petersburg, Florida 33701
Jurisdiction: Florida
Entity Type: limited liability company
Florida Doc.: L09000029615
FEI Number: 260762089

SECOND: The name, street address, jurisdiction, entity type, Florida document number and tax identification number for the "Surviving Entity" is as follows:

Name: Bayfront Health, Education and Research Organization, Inc.
Street Address: 744 Sixth Avenue South, St. Petersburg, Florida 33701
Jurisdiction: Florida
Entity Type: not-for-profit corporation
Florida Doc.: N11407
FEI Number: 592592846

THIRD: The Agreement and Plan of Merger is attached, and meets the requirements of Sections 607.1101 and 607.1108 of the Florida Statutes.

FOURTH: The attached Agreement and Plan of Merger was adopted by the sole members, sole shareholders, Managers, and Board of Directors of each of the Merged Entities, by written consents dated December 23, 2013.

FIFTH: The Agreement and Plan of Merger was also adopted by written consent of the Board of Trustees of the Surviving Entity on December 23, 2013, and the Surviving Entity does not have any members.

SIXTH: The merger shall be effective the date filed with the Florida Department of State (the "Effective Date").

IN WITNESS WHEREOF, the undersigned entities have caused these Articles of Merger to be executed by their duly authorized representatives this 23rd day of December, 2013.

MERGED ENTITIES:

BAYFRONT MEDICAL CENTER, INC.

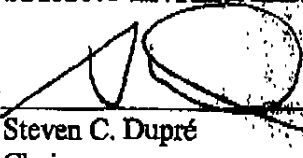
By: 

Steven C. Dupré
Chairman

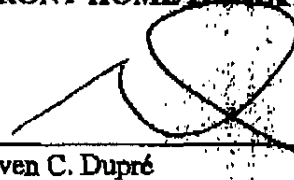
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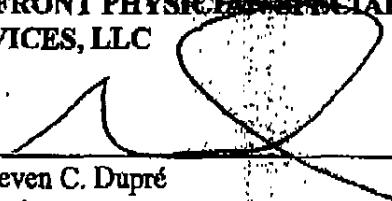
BAYFRONT ENTERPRISES, INC.

By: 
Steven C. Dupré
Chairman

**BAYFRONT HOME HEALTH CARE,
LLC**

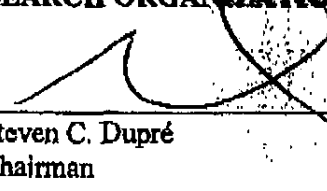
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Steven C. Dupré
Chairman

**BAYFRONT PHYSICIAN SPECIALTY
SERVICES, LLC**

By: 
Steven C. Dupré
Chairman

SURVIVING ENTITY:

**BAYFRONT HEALTH, EDUCATION AND
RESEARCH ORGANIZATION, INC.**

By: 
Steven C. Dupré
Chairman

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Exhibit A
Agreement and Plan of Merger

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), is made and entered into as of the 23rd day of December, 2013, by and between Bayfront Medical Center, Inc., a Florida not-for-profit corporation, Bayfront Enterprises, Inc., a Florida corporation, Bayfront Home Health Care, LLC, a Florida limited liability company, Bayfront Physician Specialty Services, LLC, a Florida limited liability company (separately, "Merged Entity" and collectively, "Merged Entities"), and Bayfront Health, Education and Research Organization, Inc., a Florida not-for-profit corporation (the "Surviving Entity").

WITNESSETH:

WHEREAS, each of the Merged Entities desires to merge with and into the Surviving Entity;

WHEREAS, the Board of Directors, Managers, sole shareholder and sole member of each of the respective Merged Entities deems it advisable and in the best interests of that Merged Entity that it be merged with and into the Surviving Entity, on the terms and conditions set forth herein and in accordance with Sections 607.1101, 607.1108, 608.438, and 617.0302(16) of the Florida Statutes.

WHEREAS, the Board of Trustees of the Surviving Entity deems it advisable and in the best interests of the Surviving Entity that the Surviving Entity merge with the Merged Entities and that the surviving entity shall be the Surviving Entity.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

**ARTICLE I
MERGER**

Subject to the terms and conditions set forth in this Agreement and Plan of Merger, on the Effective Date (as defined in Article II hereof), each of the Merged Entities shall be merged with and into the Surviving Entity in accordance with applicable provisions of Florida law (the "Merger"). The separate existence of each Merged Entity shall cease at the Effective Date and the existence of the Surviving Entity shall be unaffected and unimpaired by the Merger. The Surviving Entity shall continue to exist and to be governed by the laws of the State of Florida under the corporation name "Bayfront Health, Education and Research Organization, Inc."

**ARTICLE II
EFFECTIVE DATE**

The Merger contemplated by this Agreement and Plan of Merger shall be effective the date filed with the Florida Department of State (the "Effective Date").

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ARTICLE III EFFECTS OF THE MERGER

On the Effective Date, all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to each Merged Entity shall be taken and be deemed to be transferred to and vested in the Surviving Entity and shall be thereafter as effectively the property of the Surviving Entity as they were the property of such Merged Entity. The title to any property, real, personal, tangible or intangible or mixed, wherever situated, and the ownership of any right or privilege vested in a Merged Entity shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in the Surviving Entity. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of each Merged Entity shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of each Merged Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if they had been incurred or contracted by it. The identity, existence, purposes, powers, franchises, rights and immunities, whether public or private, of the Surviving Entity shall continue unaffected and unimpaired by the Merger, except as modified by this Agreement.

ARTICLE III MANNER AND BASIS OF CONVERTING SHARES

Each of the Merged Entities is either a wholly owned subsidiary or a subsidiary of a wholly owned subsidiary ("Shareholder/Member") of the Surviving Entity. At and after the Effective Date, all of the issued and outstanding shares of capital stock or partnership units of each Merged Entity, by virtue of the Merger and without any action on the part of the Shareholder/Member, shall cease to exist by virtue of the Merger.

ARTICLE IV APPROVAL

The Merger shall be consummated pursuant to the terms of this Agreement and Plan of Merger, which has been approved by the Board of Directors, Managers, sole shareholder and sole member of each of the respective Merged Entities by written consents dated December 23, 2013, and by the Board of Trustees of the Surviving Entity by written consent dated December 23, 2013.

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**ARTICLE V
ARTICLES OF INCORPORATION**


The Articles of Incorporation of the Surviving Entity in effect immediately prior to the Effective Date shall, upon the Merger becoming effective, be and remain in full force and effect after the Effective Date and shall not be amended by virtue of the Merger.

IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized officers as of the date first above written.

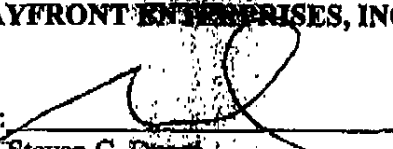
SURVIVING ENTITY:**BAYFRONT HEALTH, EDUCATION
AND RESEARCH ORGANIZATION,
INC.**

By: 
Steven C. Dupré
Chairman

MERGED ENTITIES:**BAYFRONT MEDICAL CENTER, INC.**

By: 
Steven C. Dupré
Chairman

BAYFRONT ENTERPRISES, INC.

By: 
Steven C. Dupré
Chairman

**BAYFRONT HOME HEALTH
CARE, LLC**

By: 
Steven C. Dupré
Chairman

**BAYFRONT PHYSICIAN
SPECIALTY SERVICES, LLC**

By: 
Steven C. Dupré
Chairman

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