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Buchanan Ingersoll & Rooney LLP

No. 0401 Pg. 1

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Division of Corporations
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TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

Intracoastal Health Systems, Inc.

Certificate of Status	1
Certified Copy	0
Page Count	08
Estimated Charge	\$78.75

Merger

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4-11-11

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Intracoastal Health Systems, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Dale S. Webber, Esq.

(Contact Person)

Buchanan Ingersoll & Rooney PC

(Firm/Company)

401 E. Jackson Street, Suite 2500

(Address)

Tampa, FL 33602

(City/State and Zip Code)

For further information concerning this matter, please call:

Dale S. Webber

(Name of Contact Person)

At (813) 222-8187

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

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

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**ARTICLES OF MERGER
OF
WOMEN'S HEALTH SERVICES, INC.
INTO
INTRACOASTAL HEALTH SYSTEMS, INC.**

No. 0401
2011 APR 11 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida law, including without limitation, Florida Statutes §§ 617.1101, 617.1103, and 617.1105, the undersigned not-for-profit corporations, desiring to effect a merger, hereby certify as follows:

Article I

Women's Health Services, Inc., a Florida not for profit (hereinafter referred to as the "Merging Corporation") ("WHS") is hereby merged with and into Intracoastal Health Systems, Inc. ("IHS") such that IHS shall be the surviving corporation (the "Surviving Corporation").

Article II

The name of the Surviving Corporation is Intracoastal Health Systems, Inc.

Article III

The Surviving Corporation is a Florida not for profit corporation and the address of its current registered office in the State of Florida is 401 E. Jackson Street, Suite 2500, Tampa, Florida 33602.

Article IV

The Plan of Merger is attached hereto as Exhibit A and is hereby incorporated in its entirety by reference herein (the "Plan of Merger").

Article V

The Plan of Merger was adopted and approved in accordance with Florida Statutes, Chapter 617 by unanimous vote of all three members of the Board of Trustees of WHS on April 5, 2011, and by the sole Member of WHS on April 5, 2011, and the number of votes cast for the merger was sufficient for the formal approval of the Plan of Merger.

Article VI

The Plan of Merger was adopted and approved in accordance with Florida Statutes, Chapter 617 by unanimous vote of all three members of the Board of Directors of IHS on April 5, 2011, and by the sole Member of IHS on April 5, 2011, and the number of votes cast for the merger was sufficient for the formal approval of the Plan of Merger.

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Article VII

The Articles of Incorporation of the Surviving Corporation, as amended, existing on the effective date of these Articles of Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed as provided in such Articles of Incorporation or by applicable law, and shall not be amended as a result of these Articles of Merger or the transactions evidenced hereby.

Article VIII

These Articles of Merger shall be effective upon filing hereof with the Florida Secretary of State.

IN WITNESS WHEREOF, each of the undersigned corporations have caused these Articles of Merger to be signed by a duly authorized officer this 5th day of April, 2011.

WOMEN'S HEALTH SERVICES, INC.

By: 
Name: Robert V. Stanek
Title: President

INTRACOASTAL HEALTH SYSTEMS, INC.

By: 
Name: Robert V. Stanek
Title: President

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EXHIBIT A

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement") is executed to be effective as of the 5th day of April, 2011 by and between Women's Health Services, Inc., a Florida not for profit corporation ("WHS") and Intracoastal Health Systems, Inc., a Florida not for profit corporation ("IHS").

WITNESSETH:

WHEREAS, WHS was incorporated in the State of Florida on February 20, 1992, and is subject to the laws of Florida applicable to not for profit corporations;

WHEREAS, IHS was incorporated in the State of Florida on September 19, 1994, and is subject to the laws of Florida applicable to not for profit corporations; and

WHEREAS, WHS and IHS deem it advisable and in their respective best interests that WHS be merged with and into IHS (the "Merger").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by the parties hereto, this Agreement, the terms and conditions hereof, and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I

PLAN OF MERGER

1.01 Adoption of Plan. This Agreement by and between WHS and IHS is adopted pursuant to the provisions of Florida Statutes, §§ 617.1101 and 617.1103, as follows:

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- (a) WHS shall be merged with and into IHS as the surviving corporation (the "Surviving Corporation") to exist and be governed by the laws of the State of Florida.
- (b) As of the effective time and date of the Merger, the separate existence of WHS shall cease and all the property, real, personal and mixed of WHS, and all debts due on whatever account to WHS, shall be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed. The Surviving Corporation shall thenceforth be responsible for all the liabilities and obligations of WHS.
- (c) From the date hereof until the effective time and date of the Merger, the sole Member of WHS is and shall be IHS. Effective upon the Merger, the membership rights and interest now held by IHS relative to WHS shall be extinguished and no longer have any legal effect.

1.02 Effective Date. The effective time and date of the Merger referenced in this Agreement shall be the effective time and date as set forth in Articles of Merger to be filed of record with the Department of State of the State of Florida.

1.03 Name of Surviving Corporation. At the effective date of the Merger and pursuant to this Agreement, the corporate name of the Surviving Corporation shall be Intracoastal Health Systems, Inc.

1.04 Continuation of Business. From and after the effective date of the Merger, the business of WHS shall be conducted by the Surviving Corporation. The principal office of IHS immediately prior to the effective date of the Merger shall be the principal office of the Surviving Corporation from and after that date, unless otherwise determined by the IHS Board.

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1.05 Taking of Necessary Action. Prior to the effective date of the Merger, all actions as may be necessary or desirable to effect the Merger shall be taken, including but not limited to obtaining all approvals required by the laws of the State of Florida and filing or causing to be filed and/or recorded any document or documents prescribed by such laws. If at any time or times after the effective date of the Merger any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full title to all properties, assets, rights and approvals of WHS, the officers and trustees of the Surviving Corporation shall be authorized to and shall take all such necessary actions.

ARTICLE II

TRUSTEES AND OFFICERS

2.01 Trustees and Officers of Surviving Corporation; Authorization.

- (a) The existing Board of Trustees of IHS shall continue to serve as the Board of Trustees of the Surviving Corporation until their successors have been duly elected and qualified in accordance with the Articles and Bylaws of the Surviving Corporation.
- (b) All persons who, as of the effective date of the Merger, are officers of IHS, shall remain as officers of the Surviving Corporation until their successors have been duly appointed and qualified in accordance with the Articles and Bylaws of the Surviving Corporation.
- (c) The Presidents of WHS and IHS, respectively, and such corporate officers as they shall designate (collectively the "Authorized Officers") are duly authorized to execute this Agreement and the Articles of Merger on behalf of said corporations, respectively, and such Authorized Officers are

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hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or 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 the Merger herein provided for.

ARTICLE III

ARTICLES OF INCORPORATION AND BYLAWS

3.01 Articles of Incorporation and Bylaws of Surviving Corporation. The Articles of Incorporation and Bylaws of IHS, as existing on the effective date of this Agreement, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation and shall continue in full force and effect until altered, amended, or repealed, as provided in the Articles of Incorporation and Bylaws of the Surviving Corporation or as provided by applicable law.

ARTICLE IV

BEQUESTS AND DISTRIBUTIONS

4.01 Receipt of Bequests and Distributions. All parties hereto understand and agree that from time to time, WHS may be designated as a beneficiary of a last will and testament, testamentary trust, inter vivos trust, or some other similar instrument, and that any and all such bequests and distributions shall be distributed and delivered to the Surviving Corporation for use by such Surviving Corporation in accordance with the intent of the decedent, settlor, grantor or other granting entity, subject to applicable law.

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ARTICLE V

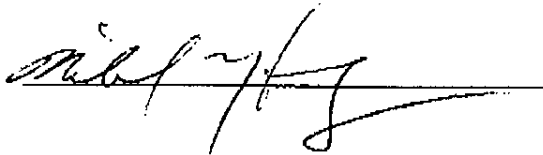
INTERPRETATION AND ENFORCEMENT

5.01 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the contemplated Merger. This Agreement may be executed in any number of counterparts, each of which shall be deemed one original.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement to be effective as of the date first referenced above.

ATTEST:

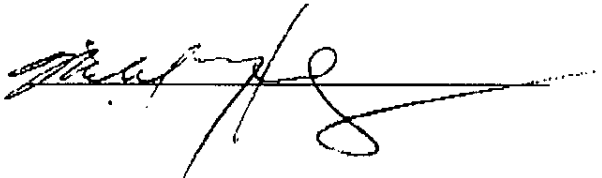
WOMEN'S HEALTH SERVICES, INC., a
Florida not for profit corporation

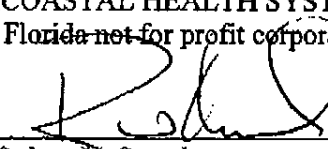


By: 
Name: Robert V. Stanek
Title: President

ATTEST:

INTRACOASTAL HEALTH SYSTEMS,
INC., a Florida not for profit corporation



By: 
Name: Robert V. Stanek
Title: President