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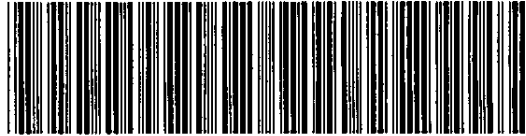
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TALLAHASSEE, FLORIDA

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 20, 2015

BARRY S. HERRIN, FACHE
SMITH MOORE LEATHERWOOD LLP
1180 WEST PEACHTREE ST., SUITE 2300
ATLANTA, GA 30309

SUBJECT: WOODLANDS MEDICAL SPECIALISTS, P.A.
Ref. Number: P08000001557

We have received your document and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Please include the exhibit(s) referred to in your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell
Regulatory Specialist III

Letter Number: 715A00017632

SMITHMOORE
LEATHERWOOD
ATTORNEYS AT LAW

Regions Plaza
Suite 2300
1180 W. Peachtree Street NW
Atlanta, GA 30309-3482

August 12, 2015

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

Re: Articles of Merger: Greater Gulf Coast Primary Care, LLC with and into
Woodlands Medical Specialists, P.A.

Dear Sir/Madam:

Please find enclosed for filing the Articles of Merger and the Agreement and Plan of Merger for the above-referenced entities along with our check for the filing fee which includes the fee for a certified copy.. Please return all correspondence concerning this matter to:

Barry S. Herrin, FACHE
Smith Moore Leatherwood LLP
1180 West Peachtree Street, Suite 2300
Atlanta, Georgia 30309
E-Mail: barry.herrin@smithmoorelaw.com

Please feel free to contact me at (404) 962-1027 should you require additional information. Thank you.

Very truly yours,

SMITHMOORE LEATHERWOOD LLP

Barry S. Herrin, FACHE

BSH/klv
Enclosures

ATLANTA 1466086 1

Barry S. Herrin, FACHE | Direct: 404.962.1027 | Fax: 404.962.1242 | barry.herrin@smithmoorelaw.com |
www.smithmoorelaw.com

ATLANTA | CHARLESTON | CHARLOTTE | GREENSBORO | GREENVILLE | RALEIGH | WILMINGTON

FILED
15 AUG 27 PM 4:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
MERGING
GREATER GULF COAST PRIMARY CARE, LLC,
A Florida Limited Liability Company,
WITH AND INTO
WOODLANDS MEDICAL SPECIALISTS, P.A.,
A Florida Professional Services Corporation

WOODLANDS MEDICAL SPECIALISTS, P.A., a Florida professional services corporation, does hereby present these Articles of Merger pursuant to Section 607.1109 of the Florida Business Corporation Act (the "Act") and Section 605.1025 of the Florida Revised Limited Liability Company Act (the "LLC Act") as follows:

1. The constituent entities participating in the merger herein described are: Greater Gulf Coast Primary Care, LLC, which is a limited liability company organized under the laws of the State of Florida ("GCPC"), and Woodlands Medical Specialists, P.A., which is incorporated under the laws of the State of Florida ("Woodlands").

2. An Agreement and Plan of Merger between the constituent corporations has been approved, adopted, certified, executed, and acknowledged by each of the constituent organizations in accordance with the provisions of Sections 607.1108 and 607.1109 of the Act and Sections 605.1021 to 605.1026 of the LLC Act.

3. The Agreement and Plan of Merger was unanimously approved by all members of GCPC in accordance with Section 605.1023(1)(b) of the LLC Act.

4. Approval of the Agreement and Plan of Merger by the shareholders of Woodlands was not required.

5. The name of the surviving corporation is Woodlands Medical Specialists, P.A., a Florida professional services corporation (the "Surviving Corporation").

6. None of the members of GCPC have appraisal rights, all such rights having been waived.

7. The Articles of Merger shall be effective as of September 1, 2015.

IN WITNESS WHEREOF, Woodlands Medical Specialists, P.A., a Florida professional services corporation, has caused these Articles of Merger to be signed by its President, this 3rd day of August, 2015.

WOODLANDS MEDICAL SPECIALISTS, P.A.,
A Florida Professional Services Corporation

By: 
Thomas B. Tan, M.D., President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of September 1, 2015, among WOODLANDS MEDICAL SPECIALISTS, P.A, a Florida professional services corporation ("Woodlands"); and GREATER GULF COAST PRIMARY CARE, LLC, a Florida limited liability company ("GCPC").

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be bound hereby, Woodlands and GCPC hereby agree as follows:

ARTICLE 1 – THE MERGER

1.1 The Merger. At the Effective Time (as defined in Article 3), upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 607.1108, et seq., of the Florida Business Corporation Act (the "Act") and Section 605.1021, et seq., of the Florida Revised Limited Liability Company Act (the "LLC Act"), GCPC shall be merged with and into Woodlands, the separate existence of GCPC (except as may be continued by operation of law) shall cease, and Woodlands shall continue as the surviving corporation. Woodlands after the Merger shall be known sometimes hereafter as the "Surviving Corporation."

1.2 Effect of the Merger. At the Effective Time, the Surviving Corporation shall continue its corporate existence under the laws of the State of Florida and shall succeed to all rights, privileges, immunities, franchises, and powers, and be subject to all duties, liabilities, debts, and obligations, of GCPC in accordance with the provisions of the Act and the LLC Act. Specifically, and without limiting the foregoing sentence, Woodlands shall succeed to the rights, duties, and obligations of GCPC with respect to payments due and owing from the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services and from the Florida Division of Medical Assistance.

1.3 Equity Exchange. At the Effective Time, each unit of Membership Interest held by the members of GCPC shall be exchanged for and shall convert to one (1) share of the common stock of Woodlands, such stock to be fully paid and non-assessable upon issue.

ARTICLE 2 – THE SURVIVING CORPORATION

2.1 Articles of Incorporation. The Articles of Incorporation of Woodlands in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law.

2.2 Bylaws. The Bylaws of Woodlands shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with the Act, the articles of incorporation of the Surviving Corporation, and such bylaws.

2.3 Board of Directors. The Directors of Woodlands as of the Effective Time shall be the following individuals, with each such person to serve until his or her successor is duly elected and qualified:

Alejandro A. Inclan, M.D. – Oncology Division (term expiring May 31, 2016)

Thomas B. Tan, M.D. – Oncology Division (term expiring May 31, 2017)

Frank J. Greskovich, III, M.D. – Urology Division (term expiring May 31, 2017)

David P. Bernstein, M.D. – Urology Division (term expiring May 31, 2016)

Mark Ryan, M.D. – Primary Care Division (term expiring May 31, 2017)

Karen G. Snow, M.D. – Primary Care Division (term expiring May 31, 2018)

Irfan H. Ahmed, M.D. – Radiology/Rad. Therapy Division (term expiring May 31, 2016)

2.4 Officers. The officers of Woodlands immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each of such officers to serve until his or her successor is duly qualified.

ARTICLE 3 – CLOSING

The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place as soon as reasonably possible at the offices of Woodlands. On the date of Closing, or as soon as reasonably possible thereafter, Woodlands shall file Articles of Merger, in the form attached hereto as **Exhibit A** and hereby made a part hereof, with the Secretary of State of Florida, in accordance with the Act. The Merger shall become effective on September 1, 2015 (the “Effective Time”).

ARTICLE 4 – MISCELLANEOUS

4.1 Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the date of Closing, but only if such amendment or waiver is in writing and signed, in the case of an amendment, by all parties hereto or, in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

4.2 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

4.3 Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Florida, without giving effect to its conflict of laws principles.

4.4 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

4.5 Entire Agreement; Severability. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity of this Agreement in any other jurisdiction.


4.6 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed by a duly authorized officer, all as of the date first written above.


WOODLANDS MEDICAL SPECIALISTS, P.A.,
a Florida Professional Services Corporation

By: 
Thomas B. Tan, M.D., President

GREATER GULF COAST PRIMARY CARE, LLC, a Florida Limited Liability Company

By: 
Karen Snow, M.D., Member

By: 
Jennifer Miley, M.D., Member

By: 
Hillary Hultstrand, M.D., Member

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GREATER GULF COAST PRIMARY CARE, LLC,
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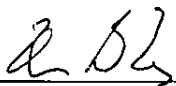
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WOODLANDS MEDICAL SPECIALISTS, P.A.,
A Florida Professional Services Corporation

By: 
Thomas B. Tan, M.D., President