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MERGER OR SHARE EXCHANGE  
Mercy Hospital, Inc.

Certificate of Status	1
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EXAMINER

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Help

ARTICLES OF MERGER  
OF  
MERCY PHYSICIAN GROUP, INC.  
INTO  
MERCY HOSPITAL, INC.

In compliance with the requirements of Florida law, including without limitation, Florida Statutes § § 617.1101, 617.1103, and 617.1105, the undersigned corporations, desiring to effect a merger, hereby certify as follows:

ARTICLE I

Mercy Physician Group, Inc. ("MPG") (hereinafter referred to as the "Merging Corporation") is hereby merged with and into Mercy Hospital, Inc. ("Mercy") such that Mercy shall be the surviving corporation (the "Surviving Corporation").

ARTICLE II

The name of the Surviving Corporation is Mercy Hospital, 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 and Agreement 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 the Board of Directors of MPG on March 22, 2012, and by the sole shareholder of MPG on March 22, 2012. The number of votes cast for the merger was sufficient for the formal approval of the Plan of Merger which was adopted by unanimous written consent and executed in accordance with Florida Statutes § 617.0701.

ARTICLE VI

The Plan of Merger was adopted and approved in accordance with Florida Statutes, Chapter 617 by the Board of Trustees of Mercy on March 22, 2012, and by the sole Member of Mercy on March 22, 2012. The number of votes cast for the merger was

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sufficient for the formal approval of the Plan of Merger which was adopted by unanimous written consent and executed in accordance with Florida Statutes § 617.0701.

ARTICLE VII

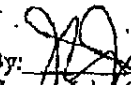
The Articles of Incorporation of the Surviving Corporation, as amended, existing on the effective date of these Articles of Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed as provided in such Articles of 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 hercof 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 22 day of March, 2012.

MERCY PHYSICIAN GROUP, INC.

By:   
Name: John C. Johnson  
Title: President

MERCY HOSPITAL, INC.

By:   
Name: John C. Johnson  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Mercy Physician Group, Inc., a Florida corporation ("MPG") (MPG shall hereinafter be referred to as the "Merging Corporation") and Mercy Hospital, Inc., a Florida not for profit corporation ("Mercy").

**WITNESSETH:**

WHEREAS, MPG was incorporated in the State of Florida on May 26, 2005, and is subject to the laws of Florida applicable to business corporations;

WHEREAS, Mercy was incorporated in the State of Florida on February 13, 1963, and is subject to the laws of Florida applicable to not for profit corporations; and

WHEREAS, the Merging Corporation and Mercy deem it advisable and in their respective best interests that the Merging Corporation be merged with and into Mercy (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.

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ARTICLE I

PLAN OF MERGER

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

- a) The Merging Corporation shall be merged with and into Mercy 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 the Merging Corporation shall cease and all the property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to any of them, 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 the Merging Corporation.
- c) From the date hereof until the effective time and date of the Merger, the sole shareholder of the Merging Corporation is and shall be Mercy. Effective upon the Merger, the rights and interests now held by Mercy relative to the Merging Corporation 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 the Articles of Merger to be filed of record with the Department of State of the State of Florida.

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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 Mercy Hospital, Inc.

1.04 Continuation of Business. From and after the effective date of the Merger, the business of the Merging Corporation shall be conducted by the Surviving Corporation. The principal office of Mercy 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 Mercy Board.

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 the Merging Corporation, the officers and trustees of the Surviving Corporation shall be authorized to and shall take all such necessary action.

ARTICLE II

TRUSTEES AND OFFICERS

2.01 Trustees and Officers of Surviving Corporation: Authorization.

- a) The existing Board of Trustees of Mercy 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

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Bylaws of the Surviving Corporation, or until their earlier resignation or removal.

- b) All persons who are officers of MPG shall remain as officers of the Merging Corporation until the effective date of the Merger or until their earlier resignation or removal.
- c) The President of the Merging Corporation and Mercy, 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 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.

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ARTICLE III

ARTICLES OF INCORPORATION AND BYLAWS

3.01 Articles of Incorporation and Bylaws of Surviving Corporation. The Articles of Incorporation and Bylaws of Mercy, 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

REQUESTS AND DISTRIBUTIONS

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4.01 Receipt of Bequests and Distributions. All parties hereto understand and agree that from time to time, the Merging Corporation may be designated as the 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.


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.

MERCY PHYSICIAN GROUP, INC.,

By:   
Name: John C. Johnson  
Title: President

MERCY HOSPITAL, INC.,

By:   
Name: John C. Johnson  
Title: President

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