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Florida Department of State
Division of Corporations
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Merger
JUN 26 2017
R. WHITE

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: **Dale.Webber@bipc.com**

MERGER OR SHARE EXCHANGE
Trinity Health Corporation

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

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**ARTICLES OF MERGER
OF
MERCY HOSPITAL, INC.
INTO
TRINITY HEALTH CORPORATION**

In compliance with the requirements of Florida law, including without limitation, Florida Statute §617.1107, the undersigned corporations, desiring to effect a merger, hereby certify as follows:

ARTICLE I

Mercy Hospital, Inc., a Florida not for profit corporation ("Mercy"), is hereby merged with and into Trinity Health Corporation, an Indiana nonprofit corporation ("Trinity"), such that Trinity shall be the corporation surviving such merger (the "Surviving Corporation"). The document number for Mercy is 705193.

ARTICLE II

The name of the Surviving Corporation is Trinity Health Corporation. The document number of the Surviving Corporation is F14000002836.

ARTICLE III

The Surviving Corporation is an Indiana nonprofit corporation and the address of its current registered office in the State of Florida is CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.

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 Mercy on May 31, 2017, and by the sole Member of Mercy on June 21, 2017. The number of votes cast for the merger was sufficient for the approval of the Plan of Merger which was unanimously adopted by the sole Member.

ARTICLE VI

The Plan of Merger was adopted and approved by Trinity as Surviving Corporation in accordance with the applicable laws of the State of Indiana which is Trinity's state of

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incorporation. The number of votes cast for the merger was sufficient for the approval of the Plan of Merger.

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

The Surviving Corporation's principal office address in its home state is as follows:

251 East Ohio, Suite 500
Indianapolis, IN 46204

ARTICLE IX

These Articles of Merger shall be effective upon filing with the Florida Department 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 21st day of June, 2017.

MERCY HOSPITAL, INC., a Florida not
for profit corporation

By: 

Name: John Capasso

Title: President & CEO

TRINITY HEALTH CORPORATION, an
Indiana nonprofit corporation

By: 

Name: Michael C. Hensley

Title: Secretary

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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 21st day of June, 2017, by and between Mercy Hospital, Inc., a Florida not for profit corporation (the "Merging Corporation") and Trinity Health Corporation, an Indiana nonprofit corporation ("Trinity").

WITNESSETH:

WHEREAS, the Merging Corporation 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;

WHEREAS, Trinity was incorporated in the State of Indiana on November 10, 1978, and is subject to the laws of Indiana applicable to nonprofit corporations; and

WHEREAS, the Merging Corporation and Trinity deem it advisable and in their respective best interests that the Merging Corporation be merged with and into Trinity (the "Merger") pursuant to the terms and conditions of this Agreement.

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 has been approved and adopted by the Merging Corporation and Trinity in accordance with their respective Articles of Incorporation

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and Bylaws, and (i) in the case of the Merging Corporation, applicable provisions of the Florida Not For Profit Corporation Act including without limitation Sections 617.1103 and 617.1107 thereof and (ii) in the case of Trinity, applicable provisions of the Indiana Nonprofit Corporation Act including without limitation Sections 23-17-19-1, 23-17-19-3 and 23-17-19-6 thereof. The plan of merger includes the following:

- a) The Merging Corporation shall be merged with and into Trinity with Trinity being the surviving corporation, to continue its existence and be governed by the laws of the State of Indiana.
- b) As of the effective date of the Merger, the separate existence of the Merging Corporation shall cease and all property, real, personal and mixed of the Merging Corporation, and all liabilities and obligations due on its account, shall be taken and deemed to be transferred to and vested in Trinity, without further act or deed. Trinity shall thenceforth be responsible for all liabilities and obligations of the Merging Corporation. The effect of the Merger on Merging Corporation will be as set forth in Sections 617.1106 and 617.1107 of the Florida Not For Profit Corporation Act, as amended. The effect of the Merger on Trinity will be as set forth in Section 23-17-19-5 of the Indiana Nonprofit Corporation Act, as amended.
- c) Until the effective date of the Merger, Trinity shall be and remain the sole member of the Merging Corporation. Effective upon the Merger, the membership rights and interests now held by Trinity relative to the

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Merging Corporation shall be extinguished and no longer have legal effect.

1.02 Effective Date. The effective date of the Merger shall be as set forth in Articles of Merger to be filed of record with the Florida Department of State and Indiana Department of State, respectively.

1.03 Name of Surviving Corporation. At and after the effective date of the Merger, the name of the Surviving Corporation shall be Trinity Health Corporation.

1.04 Continuation of Business. After the effective date of the Merger, the operations and affairs of the Merging Corporation shall be conducted by Trinity. The principal office of Trinity immediately prior to the effective date of the Merger shall be the principal office of Trinity from and after that date, unless otherwise determined by the Trinity Board of Directors.

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 applicable laws 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 Trinity with full title to all properties, assets, rights and approvals of the Merging Corporation, the officers and directors of Trinity shall be authorized to and shall take all such action.

ARTICLE II

DIRECTORS AND OFFICERS

2.01 Directors and Officers of Surviving Corporation; Authorization.

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

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and remain the Articles of Incorporation and Bylaws of Trinity after the effective date of the Merger and shall continue in full force and effect until altered, amended, or repealed, as provided in the Articles of Incorporation and Bylaws of Trinity.

ARTICLE IV

BEQUESTS AND DISTRIBUTIONS

4.01 Receipt of Bequests and Distributions. Mercy may from time to time be designated as beneficiary of a last will and testament, testamentary trust, inter vivos trust, or some other similar instrument. Any and all such bequests and distributions shall be distributed to and become the property of Trinity for use 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*.

5.02 Third Parties. Nothing in this Agreement shall be construed to give any person other than the parties hereto any benefit, right or remedy hereunder.

5.03 Governing Law. Except as may otherwise be set forth herein, this Agreement shall be construed and the rights and liabilities of the parties hereto shall be determined, in accordance with the laws of the State of Indiana.

5.04 Successors and Assigns This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

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5.05 Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

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.

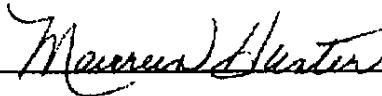
ATTEST:

MERCY HOSPITAL, INC., a Florida not
for profit corporationBy: 

Name: John Capasso

Title: President & CEO

ATTEST:

TRINITY HEALTH CORPORATION, an
Indiana nonprofit corporationBy: 

Name: Michael C. Hester

Title: Secretary

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