

570535

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Tallahassee, FL 32301
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Attn: Jeff Netherton

CORPORATION(S) NAME

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Columbia of Pinellas County, Inc.

Merging into: Pinellas Medical, LLC

- non qualified Delaware LLC

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| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
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| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

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CORPORATION

ARTICLES OF MERGER
Merger Sheet

MERGING:

COLUMBIA OF PINELLAS COUNTY, INC., A FLORIDA CORPORATION
(J70535)

,

INTO

PINELLAS MEDICAL, LLC, entity not qualified in Florida.

File date: April 22, 1999

Corporate Specialist: Diane Cushing

ARTICLES OF MERGER
OF
COLUMBIA OF PINELLAS COUNTY, INC. 370535
INTO
PINELLAS MEDICAL, LLC

Pursuant to Sections 607.1108 and 607.1109 of the Florida Business Corporation Act

CERTIFY: The undersigned limited liability company and corporation DO HEREBY

FIRST: An Agreement and Plan of Merger (the "Plan of Merger"), between Columbia of Pinellas County, Inc., a Florida corporation (the "Company"), and Pinellas Medical, LLC, a Delaware limited liability company ("LLC"), providing for the merger of the Company with and into LLC, with LLC being the surviving entity in the merger (the "Surviving Entity"), is attached hereto as Exhibit A.

SECOND: The Plan of Merger was approved by the Company in accordance with the provisions of Section 607.1103 of the Florida Business Corporation Act (the "FBCA").

THIRD: The Plan of Merger was approved by the LLC in accordance with the provisions of Section 18-209 of the Delaware Limited Liability Company Act.

FOURTH: These Articles of Merger shall be effective (Eastern Time) on April 22 1999.

FIFTH: The address of the principal office of the Surviving Entity is 1013 Centre Road, Wilmington, Delaware 19805.

SIXTH: The Surviving Entity is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligations or the rights of dissenting shareholders of the Company.

SEVENTH: The Surviving Entity agrees to promptly pay to the dissenting shareholders of the Company the amount, if any, to which they are entitled to under Section 607.1302 of the FBCA.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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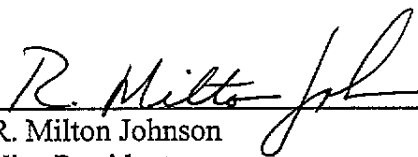
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IN WITNESS WHEREOF, these Articles of Merger have been executed on this
21st day of April, 1999.

PINELLAS MEDICAL, LLC

By: 
John M. Franck II
Manager

COLUMBIA OF PINELLAS COUNTY, INC.

By: 
R. Milton Johnson
Vice President

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of April 1999 (the "Agreement"), by and between Columbia of Pinellas County, Inc., a Florida corporation (the "Company"), and Pinellas Medical, LLC, a Delaware limited liability company (the "LLC") whose sole member is the Company.

WHEREAS, Columbia/HCA Healthcare Corporation desires to undertake a restructuring of certain of its subsidiaries and assets (the "Restructuring"); and

WHEREAS, in connection with the Restructuring, each of the Company and the LLC has determined that it is in its best interest to merge the Company with and into the LLC, with the LLC being the surviving entity, upon the terms and subject to the conditions provided in this Agreement (the "Merger").

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree as follows:

1. Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 2 hereof), the Company shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the Merger. The Surviving Entity shall, in accordance with Section 607.11101 of the Florida Business Corporation Act and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), succeed by operation of law, without other transfer or action, to all of the rights, title, interests and property of the Company, and shall assume all debts, obligations and liabilities of the Company as if the Surviving Entity had itself incurred such debts, obligations and liabilities.

2. Effective Time. The Merger shall become effective at the time which the parties hereto have agreed upon and designated in the Certificate of Merger to be filed with the Secretary of State of the State of Delaware and the Articles of Merger to be filed with the Secretary of State of the State of Florida as the effective time of the Merger (the "Effective Time").

3. Conversion of Securities. At the Effective Time, each share of common stock of the Company issued and outstanding shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically cancelled and retired.

4. Member of Surviving Entity. At the Effective Time, Healthtrust, Inc. – The Hospital Company, the sole stockholder of the Company, shall be the sole member of the Surviving Entity.

5. Certificate of Formation. The Certificate of Formation of the LLC, as in effect immediately prior to the Effective Time, shall continue as the Certificate of

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TALLAHASSEE, FLORIDA

Formation of the Surviving Entity until amended in accordance with the applicable provisions of the DLLCA.

6. LLC Agreement. The Limited Liability Company Agreement of the LLC as in effect immediately prior to the Effective Time (the "LLC Agreement"), shall be the LLC Agreement of the Surviving Entity and shall continue as in effect immediately prior to the Effective Time, except as provided in Section 4 hereof, until amended in accordance with the terms of the LLC Agreement and the applicable provisions of the DLLCA.

7. Names and Address of Managers. At Effective Time, the following persons, each having a business address at One Park Plaza, Nashville, Tennessee 37203, shall, pursuant to the LLC Agreement, serve as managers of the Surviving Entity:

James M. Fleetwood, Jr.
Scott Mercy
John M. Franck II

8. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, if any, of the parties. No provision of this Agreement may be amended or modified prior to the Effective Time unless such amendment or modification is in writing and executed by the parties hereto.

9. Tax Treatment. The parties hereto agree that it is their intention that the Merger contemplated hereby qualify as a complete liquidation of the Company governed by Sections 332(a) and 337(a) of the Internal Revenue Code of 1986, as amended.

10. Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by mutual consent of the parties hereto.

11. Miscellaneous.

(a) If, at any time from and after the Effective Time, the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Entity the title to any property or rights of the Company, the managers of the Surviving Entity are hereby authorized, in the name of the Company, to execute and make all such proper assignments and assurances in law, and to do all other things necessary or proper to vest such property or rights in the Surviving Entity and otherwise carry out the purposes of this Agreement.

(b) Surviving Entity shall assume and pay all expenses incurred in connection with the transactions contemplated by this Agreement not theretofore paid by the respective parties.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

COLUMBIA OF PINELLAS COUNTY,
INC.

By: R. Milton Johnson
R. Milton Johnson
Vice President

PINELLAS MEDICAL, LLC

By: John M. Franck II
John M. Franck II
Manager

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TALLAHASSEE, FLORIDA

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