

L61577
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June 27, 1997

GOVERNMENTAL CONSULTANTS:
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-07/03/97--01123--007
****525.00 ****131.25

State of Florida
Secretary of State
Division of Corporation
Tallahassee, FL 32301

Dear Sir or Madam:

Enclosed for filing please find a Certificate of Merger and Articles of Merger (with attached and incorporated Agreement and Plan of Merger) for each of the following mergers:

1. North Palm Beach County Surgery Center, Inc. into Palm Beach Acquisition, Inc.;
2. Community Hospital of the Palm Beaches, Inc. into Columbia Hospital Acquisition, Inc.
3. Palms West Hospital, Inc. into Palms West Acquisition, Inc.
4. Columbia/JFK Healthcare Systems, Inc. into Columbia/JFK Acquisition, Inc.

Please provide me with a certified copy and certificate of status, for each of the four mergers. Also enclosed please find a check in the amount of \$525.00, for the following fees:

Articles of merger (\$35 per party)	4 x \$70	=	\$280.00
Certified copy	4 x \$52.50	=	\$210.00
Certificate of status	4 x \$8.75	=	\$35.00
			<u>\$525.00</u>

Thank you for your assistance.

Sincerely,

R. David Prescott
R. David Prescott

EFFECTIVE DATE
6-29-97

RDP/knb
Enclosures

Call when Ready
681-6788
6/30
merger
1cc. +
C.H.S.

L61577

ARTICLES OF MERGER
Merger Sheet

MERGING:

NORTH PALM BEACH COUNTY SURGERY CENTER, INC., a Florida
corporation, L61577

INTO

PALM BEACH ACQUISITION, INC., a Delaware corporation not qualified in
Florida

File date: June 27, 1997, effective June 29, 1997

Corporate Specialist: Joy Moon-French

FILED

97 JUN 27 PM 4:30

**CERTIFICATE OF MERGER
AND ARTICLES OF MERGER
MERGING
NORTH PALM BEACH COUNTY SURGERY CENTER, INC.
INTO
PALM BEACH ACQUISITION, INC.**

**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

Pursuant to Section 252 of the Delaware General Corporation Law and Section 607.1107 of the Florida Business Corporation Act, the undersigned, North Palm Beach County Surgery Center, Inc., a Florida corporation (the "Merging Corporation"), and Palm Beach Acquisition, Inc., Delaware corporation (the "Surviving Corporation"), adopt the following Certificate of Merger:

FIRST: Attached hereto as Exhibit A and incorporated herein by reference is a copy of the executed Agreement and Plan of Merger (the "Plan") by which the Merging Corporation is to be merged into the Surviving Corporation, which will continue its existence under its present name.

SECOND: For each of the Merging Corporation and the Surviving Corporation, the Plan was duly authorized and approved by written consent of the sole shareholder and the board of directors on June 26, 1997. Each of the Merging Corporation and the Surviving Corporation has approved, adopted, certified, executed and acknowledged the Plan.

THIRD: The Plan is on file at the following place of business of the Surviving Corporation: One Park Plaza, Nashville, Tennessee 37203. A copy of the Plan will be furnished by the Surviving Corporation, on request and without cost, to a any stockholder of the Merging Corporation or any partners of the Surviving Corporation.


EXECUTED to be effective as of 12:01 a.m. on the 29th of June, 1997.

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**EFFECTIVE DATE
6-29-97**

MERGING CORPORATION:

NORTH PALM BEACH COUNTY
SURGERY CENTER, INC.,
a Florida corporation

By: 
John M. Franck II, Secretary

SURVIVING CORPORATION:

PALM BEACH ACQUISITION, INC.,
a Delaware corporation


By: 
John M. Franck II, Secretary

EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan"), dated as of June 29, 1997, is made and entered into by and between Palm Beach Acquisition, Inc., a Delaware corporation (the "Surviving Corporation"), and North Palm Beach County Surgery Center, Inc., a Florida corporation (the "Merging Corporation").

RECITALS:

- A. The shareholders of at least a majority of the outstanding shares of the Merging Corporation have approved participation by the Merging Corporation in the merger pursuant to the terms of this Plan.
- B. The shareholders of at least a majority of the outstanding shares of the Surviving Corporation have approved participation by the Surviving Corporation in the merger pursuant to the terms of this Plan.
- C. The parties hereto desire that the Merging Corporation be merged with and into the Surviving Corporation by the means and on the terms set forth herein.

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

ARTICLE I

THE MERGER

1.1. *Merger.* Subject to the terms and conditions hereinafter set forth, at the Effective Time, the Merging Corporation shall be merged with and into the Surviving Corporation (the "Merger") pursuant to Section 252 Delaware General Corporation Law (the "DGCL") and Section 607.1107 of the Florida Business Corporation Act ("FBCA"), and the separate existence of the Merging Corporation shall cease. The Surviving Corporation shall be the surviving corporation in the Merger and shall continue to be a Delaware corporation governed by the DGCL. All assets, including, with limitation, all real estate and other property, and all liabilities and obligations of the Surviving Corporation and Merging Corporation existing prior to the Effective Time shall become the assets and liabilities of the Surviving Corporation subsequent to the Merger. After giving effect to the conversion of shares provided for in Section 1.5 hereof, the sole shareholder of the Surviving Corporation shall continue to be Palm Beach Hospital, Inc. ("PBHS") and the sole shareholder of the Surviving Corporation shall continue to be PBHS. The existing certificate of incorporation and bylaws of the Surviving Corporation shall remain unchanged and in full force and effect subsequent to the Merger unless and until amended in accordance with the DGCL. The existing articles of incorporation of the Merging Corporation shall be canceled and terminated as of the Effective Time.

1.2 *Effects of the Merger.* The Merger shall have the effects set forth in Section 607.1107(4) of the FBCA and applicable sections of the DGCL.

1.3 *Effective Time.* The Merger shall become effective at 12:01 a.m. on June 29, 1997 (the "Effective Time").

1.4 *Closing.* The closing of the Merger (the "Closing") shall take place at One Park Plaza, Nashville, Tennessee 37203, as soon as practicable after the fulfillment of the conditions referred to in Article IV, or at such other time and place as the parties shall agree.

1.5 *Conversion of Shares; Continuing Shareholder; Constituent Documents.* At the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Corporation or any officers, directors or shareholders thereof, or the Merging Corporation or any officers, directors or shareholders thereof:

(a) Each outstanding share of capital stock of the Merging Corporation immediately prior to the Effective Time of the merger shall, at the Effective Time of the merger, be converted into one (1) of shares of common stock of the Surviving Corporation. The issued shares common stock of the Surviving Corporation shall not be converted or exchanged in any manner, but each said share which is issued at the Effective Time shall continue to represent one issued share of the Surviving Corporation.

(b) because PBHS owns 100% of the outstanding capital stock of the Merging Corporation immediately prior to the Effective Time and because PBHS holds 100% of the outstanding capital stock of the Surviving Corporation immediately prior to the Effective Time, from and after the Effective Time, PBHS shall continue to own 100% of the shares of the Surviving Corporation;

(c) from and after the Effective Time, the certificate of incorporation and the bylaws of the Surviving Corporation shall continue in the same form as each existed immediately prior to the Effective Time.

1.6 *Federal Income Tax Treatment.* The parties hereto acknowledge that the Surviving Corporation has been organized to participate in the Merger and will be merged with and into Columbia Palm Beach GP, LLC, a Delaware limited liability company (the "LLC"), immediately after the consummation of the Merger. The parties further acknowledge that the Surviving Corporation has engaged in no business and undertaken no actions other than those necessary to participate in the Merger and its subsequent merger into the LLC. As a result of the foregoing, the parties acknowledge that the existence of the Surviving Corporation will be disregarded as transitory for federal income tax purposes a having merged directly with and into the LLC.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE SURVIVING CORPORATION

The Surviving Corporation hereby represents and warrants to the Merging Corporation as follows:

2.1 *Formation; Qualification.* The Surviving Corporation is a corporation existing under the laws of the State of Delaware. The Surviving Corporation has all requisite corporate power and authority to own, operate or lease its properties and to carry on its business as now being conducted.

2.2 *No Conflicts.* The consummation of the transactions contemplated hereby and compliance with the terms and provisions of this Plan will not conflict with, result in a breach of, require the consent of any party to, or require notice under or constitute a default under any judgment, order, injunction, decree or ruling of any court or governmental authority or under any agreement, indenture or instrument to which the Surviving Corporation is a party.

2.3 *Authority, Authorization and Enforceability.* The Surviving Corporation has all requisite power and authority to enter into and perform the provisions of this Plan. The execution and delivery of this Plan and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action. This Plan has been duly executed and delivered by the Surviving Corporation and constitutes a valid and binding obligation of the Surviving Corporation enforceable in accordance with its terms. The secretary of the Surviving Corporation hereby certifies that a majority of the outstanding stock of the Surviving Corporation entitled to vote thereon was voted for the adoption of this Plan.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE MERGING CORPORATION

The Merging Corporation hereby represents and warrants to the Surviving Corporation as follows:

3.1 *Formation; Qualification of Merging Corporation.* The Merging Corporation is a corporation existing under the laws of the State of Florida. The Merging Corporation has all requisite corporate power and authority to own, operate or lease its properties and to carry on its business as now being conducted.

3.2 *No Conflicts.* The consummation of the transactions contemplated hereby and compliance with the terms and provisions of this Plan will not conflict with, result in a breach of,

require the consent of any party to, or require notice under or constitute a default under any judgment, order, injunction, decree or ruling of any court or governmental authority or under any agreement, indenture or instrument to which the Merging Corporation is a party.

3.3 *Authority, Authorization and Enforceability.* The Merging Corporation has all requisite power and authority to enter into and perform the provisions of this Plan. The execution and delivery of this Plan and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Merging Corporation. This Plan has been duly executed and delivered by the Merging Corporation and constitutes a valid and binding obligation of the Merging Corporation enforceable in accordance with its terms. The secretary of the Merging Corporation hereby certifies that a majority of the outstanding stock of the Merging Corporation entitled to vote thereon was voted for the adoption of this Plan.

ARTICLE IV

CONDITIONS PRECEDENT TO THE CONSUMMATION OF THE MERGER

4.1 *Conditions to Each Party's Obligations to Effect the Merger.* The respective obligations of each party to effect the Merger shall be subject to the fulfillment (or waiver) at or prior to the Effective Time of the following conditions:

(a) The consummation of the transactions contemplated hereby shall not have been restrained, enjoined or prohibited by any order or injunction of any court or governmental authority of competent jurisdiction.

(b) All filings and registrations with, and notifications to, all third parties, including, without limitation, lenders and all appropriate regulatory authorities, required for consummation of the transactions contemplated by this Plan (other than the filing and recordation of appropriate merger documents required by applicable law) shall have been made, and all approvals and authorizations and consents of all third parties, including, without limitation, lenders and all regulatory authorities, required for consummation of the transactions contemplated by this Plan shall have been received and shall be in full force and effect, except for such filings, registrations, notifications, approvals, authorizations and consents, the failure of which to make or obtain would not have a material adverse effect on the business or financial condition of the Surviving Corporation or the Merging Corporation.

4.2 *Conditions to Obligations of the Merging Corporation to Effect the Merger.* The obligations of the Merging Corporation to effect the Merger shall be subject to the fulfillment (or waiver), at or prior to the Effective Time, of the following additional conditions:

(a) The Surviving Corporation shall have performed in all material respects its agreements contained in this Plan required to be performed at or prior to the Effective Time.

(b) The representations and warranties of the Surviving Corporation contained in this Plan shall be true and correct in all material respects at and as of the Effective Time as if made at and as of such time unless they relate to another specified time.

4.3 *Conditions to Obligations of the Surviving Corporation to Effect the Merger.* The obligations of the Surviving Corporation to effect the Merger shall be subject to the fulfillment (or waiver) at or prior to the Effective Time of the following additional conditions:

(a) The Merging Corporation shall have performed in all material respects its agreements contained in this Plan required to be performed at or prior to the Effective Time.

(b) The representations and warranties of the Merging Corporation contained in this Plan shall be true and correct in all material respects at and as of the Effective Time as if made at and as of such time unless they related to another specified time.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 *Additional Agreements.* Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to obtain in a timely manner all necessary waivers, consents and approvals and to effect all necessary registrations and filings, and to use all reasonable efforts to take, or cause to be taken, all other actions and to do, or cause to be done, all other acts necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Plan.

ARTICLE VI

TERMINATION

6.1 *Termination.* This Plan may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time:

(a) by mutual consent of the parties;

(b) by either party, (i) if the Merger shall not have occurred by December 31, 1997, unless the absence of such occurrence shall be due to the failure of the party seeking to terminate this Plan to perform its agreements and covenants under this Plan required to be performed by it at or prior to the Effective Time, or (ii) if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued an

order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Plan;

(c) by the Surviving Corporation, if the Merging Corporation shall have failed to perform its agreements and covenants contained herein, which failure has a material adverse effect on the Merging Corporation or materially and adversely affects the transactions contemplated by this Plan; or

(d) by the Merging Corporation, if the Surviving Corporation shall have failed to perform its agreements and covenants contained herein, which failure has a material adverse effect on the Surviving Corporation or materially and adversely affects the transactions contemplated by this Plan.

6.2 *Effect of Termination.* In the event of termination of this Plan by a party as provided in Section 6.1, written notice thereof shall promptly be given to the other party and this Plan shall forthwith terminate without further action by either of the parties hereto. If this Plan is terminated as provided, however, there shall be no liability or obligation hereunder on the part of the parties except as otherwise provided herein and except that nothing herein shall relieve either party hereto from liability for any breach of this Plan.

ARTICLE VII

MISCELLANEOUS

7.1 *Amendment.* This Plan may not be amended except by an instrument in writing signed by the parties hereto.

7.2 *Waiver.* At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall not operate as an extension or waiver of, or estoppel with respect to, any subsequent failure of compliance or other failure. Any agreement on the part of a party hereto to any such extension or waiver shall be valid against such party if set forth in an instrument in writing signed by such party.

7.3 *Expiration of Representations and Warranties.* All representations and warranties made pursuant to this Plan shall survive the Merger for a period of one year from the Effective Time.

7.4 *Notices.* All notices and other communications to be given or made hereunder by either party shall be delivered by first class mail, or by personal delivery, postage or fees prepaid, to the other party at One Park Plaza, Nashville, Tennessee 37203, Attention: John M. Franck II.

7.5 *Counterparts.* This Plan may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7.6 *Severability.* If any term or other provision of this Plan is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Plan shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

7.7 *Entire Agreement.* This Plan, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, between the parties, or either of them, with respect to the subject matter hereof.

7.8 *Remedies.* Except as otherwise expressly provided herein, this Plan is not intended to confer upon any other person any rights or remedies hereunder.

7.9 *Assignment.* This Plan shall not be assigned by operation of law or otherwise without the consent of either party hereto.

7.10 *No Implied Waiver.* Except as expressly provided in this Plan, no course of dealing between the parties hereto and no delay by any of them in exercising any right, power or remedy conferred herein or now or hereafter existing at law or in equity, by statute or otherwise, shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

7.11 *Governing Law.* This Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable Delaware principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies.

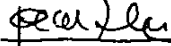
7.12 *Tax Reporting.* Each of the parties hereto acknowledges and agrees that it will (and, if applicable, will cause its respective shareholders to) report the transactions contemplated hereby in a manner that is consistent in all respects with the treatment of those transactions for federal income tax purposes set forth in Section 1.6 hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the date first above written.

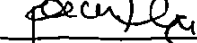
MERGING CORPORATION:

NORTH PALM BEACH COUNTY
SURGERY CENTER, INC.,
a Florida corporation

By: 
John M. Franck II, Secretary

SURVIVING CORPORATION:

PALM BEACH ACQUISITION, INC.,
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