

N17324

Law Offices

MERRITT & KELLER

DANIEL B. MERRITT, JR., P.A.

A PARTNERSHIP OF
PROFESSIONAL ASSOCIATIONS
224 NORTH BROAD STREET
POST OFFICE BOX 428
BROOKSVILLE, FLORIDA 34605-0428
TELEPHONE: (352) 796-9380
FACSIMILE: (352) 796-9376

JOHN M. KELLER, P.A.

September 24, 2002

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

900008114159--1

-09/26/02--01063--001
****280.00 *****35.00

RE: Dissolution of Non-Profit Corporations

- (1) Regional Healthcare, Inc.
- (2) Spring Hill Regional Hospital, Inc.
- (3) Hernando Healthcare, Inc.
- (4) Healthcare Realty Corporation

Dear Sir/Madam:

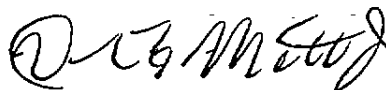
Enclosed please find original Articles of Dissolution, Statements of Change of Registered Offices and Registered Agents, and Plans of Distribution and Certificates of Compliance for each of the above four (4) referenced not for profit corporations, respectively.

Further enclosed is my office's trust account check payable to the Florida Department of State in the amount of \$280.00 (4 x \$35.00 for Articles of Dissolution and 4 x \$35.00 for Change of Registered Office/Agent).

If there are additional fees or if anything further is needed in order to formally dissolve the above four (4) not for profit corporations, please feel free to contact my office. Thank you.

Sincerely,

MERRITT & KELLER



Daniel B. Merritt, Jr., Esq.

cc: Charles W. Price, Chairman
Regional Healthcare, Inc.

FILED
02 SEP 25 PM 1:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D:SS.

sp 9/30/02

ARTICLES OF DISSOLUTION FOR HEALTHCARE REALTY CORPORATION,
A CORPORATION NOT FOR PROFIT

Pursuant to Section 617.1403, Florida Statutes, Healthcare Realty Corporation, a Florida not for profit corporation, submits the following Articles of Dissolution:

FIRST: Name. The name of the corporation is HEALTHCARE REALTY CORPORATION.

SECOND: Adoption of Resolution to Dissolve. The Corporation has no members or members with voting rights. The date of adoption of the resolution to dissolve by the board of directors was November 5, 2001. The number of directors in office was four (4) and the vote for the resolution to dissolve was four (4) for and zero (-0-) against.

THIRD: Date of Dissolution. Pursuant to Section 617.1403(2), Florida Statutes, this corporation shall be dissolved upon the effective date of these articles of dissolution.

Signed this 23rd day of Sept, 2002.

Signature



CHARLES W. PRICE

Chairman, Board of Directors of Healthcare Realty Corporation

reg09182.a-4

FILED
02 SEP 25 PM 1:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**PLAN OF DISTRIBUTION OF HEALTHCARE REALTY
CORPORATION, A CORPORATION NOT FOR PROFIT AND
CERTIFICATE OF COMPLIANCE**

Pursuant to Section 617.1406, Florida Statutes, this Plan of Distribution of Healthcare Realty Corporation, a Not for Profit Corporation and Certificate of Compliance is submitted:

FIRST: Name. HEALTHCARE REALTY CORPORATION

SECOND: Articles of Dissolution. Articles of Dissolution for Healthcare Realty Corporation have been filed with the Department of State in conjunction with this Plan of Distribution and Certificate of Compliance.

THIRD: Plan of Distribution. A copy of the Agreement to Hold Harmless, Plan of Distribution and Assumption of Assets for the Corporation is attached hereto for filing with the Florida Department of State pursuant to Section 617.1406(4), Florida Statutes.

FOURTH: Resolution to Approve Plan of Distribution. The Corporation has no members or members with voting rights. The date of adoption of the resolution to approve the attached Plan of Distribution by the Board of Directors was May 20, 2002. The number of directors in office was four (4) and the vote for the resolution to approve the Plan of Distribution was four (4) for and zero (-0-) against.

FIFTH: Authentication. The undersigned hereby swears and affirms that he is Chairman of the Board of Directors of Healthcare Realty Corporation and authorized officer on its behalf; that the attached Plan of Distribution was duly approved by the Board of Directors of Healthcare Realty Corporation as above set forth; that I signed the Plan of Distribution on August 6, 2002, as Chairman of Healthcare Realty Corporation; that same was signed by the Chairman of the Hernando County Board of County Commissioners; that the attached is a true and correct copy of the Plan of Distribution, duplicate originals of which are held by Healthcare Realty Corporation and Hernando County, Florida; and that I am authorized by Healthcare Realty Corporation to so authenticate and certify the attached as a true and correct copy of the original Plan of Distribution.

SIXTH: Certificate of Compliance. The undersigned, as Chairman of the Board of Directors and authorized officer of Healthcare Realty Corporation in accordance with Section 617.1406(4), Florida Statutes, hereby certifies that the provisions and requirements of Section 617.1406(2), Florida Statutes, have been complied with.

Signed this 23rd day of Sept., 2002.

Signature

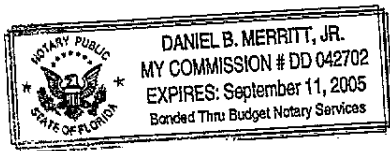

CHARLES W. PRICE

Chairman, Board of Directors of Healthcare Realty Corporation

STATE OF FLORIDA
COUNTY OF HERNANDO

BEFORE ME, the undersigned authority, on the 23rd day of September, 2002, in the County and State aforementioned, personally appeared **CHARLES W. PRICE**, **Chairman of the Board of Directors of Healthcare Realty Corporation**, the person, who, first being by me duly sworn, deposed and said upon his oath that he is the person described in and who executed the foregoing *Plan of Distribution of Healthcare Realty Corporation, a Not for Profit Corporation and Certificate of Compliance*, that he executed same for the purposes therein stated, and that his statements therein contained are accurate, true and correct; said person is either personally known to me or produced identification satisfactory to me (if Affiant produced identification, same is described as follows: _____).

My Commission Expires:



Daniel B. Merritt Jr

(Printed Name)

NOTARY PUBLIC, State of Florida

**AGREEMENT TO HOLD HARMLESS, PLAN OF DISTRIBUTION AND
ASSUMPTION OF ASSETS AND LIABILITIES**

This Agreement, dated, _____ between **Regional Healthcare Inc.**, a Florida Not for Profit Corporation (**hereinafter referred to as RHI**), and **Hernando County**, a Political Subdivision of the State of Florida, (**hereinafter referred to as County**), is for the transfer of the remaining funds of **RHI** to **County**, and the release of the Volunteer Board of Directors of **RHI**.

WITNESSETH

WHEREAS, **RHI** has been substantially involved with **County**, as Brooksville Regional Hospital, Springhill Hospital, and other entities prior to its sale of all facilities in 1998; and

WHEREAS, the business of **RHI** in winding down its affairs since the sale transaction with Health Management Associates has been substantially concluded, and the Volunteer Board of **RHI** wishes to formally conclude its business, turn over all assets of **RHI** to the **County** and dissolve itself as a Florida not for profit corporate entity in accordance with Florida Law; and

WHEREAS, the **County** will benefit by the acceptance of these funds from **RHI**; and

WHEREAS, the Board of Directors of **RHI** wishes to be released from any and all obligations to the **County**, and to be held harmless by the **County** for any and all actions in its relation with the **County**; and

WHEREAS, in the dissolution of the not for profit corporation it is the obligation of **RHI** to pay and discharge the obligations of the corporation, or make adequate provisions therefore; and

WHEREAS **RHI** and **County** wish to confirm their agreement with respect to their mutual goal of accomplishing those matters as herein above set forth.

I. **County**, by and through its Board of County Commissioners, agrees to accept the remaining assets and funds of **RHI**, thereby releasing the Volunteer Board of Directors from any and all further duties to the **County**, and allowing the corporation to dissolve in accordance with Florida law, subject to the following:

A. **RHI** agrees to purchase and prepay any and all insurance necessary to pay any claim, known or potential; quantified or not, that **RHI**, and /or its officers and directors, incurred while conducting business. **RHI** shall add **County**, and the Hernando County Board of County Commissioners as additional insured as necessary and supply a certificate of said insurance to **County** within ninety days of the date of this agreement;

B. **RHI** agrees to cooperate with the **COUNTY** as may be necessary to complete all litigation, pending or to be filed. This includes, but is not limited to providing access to books, records, and testimony of any and all person or persons involved.

1. **RHI**, through its insurance counsel, shall file all necessary pleadings to conclude any and all litigation, pending or to be filed, and to see such proceedings through to completion. **RHI** shall ensure that insurance coverage shall be valid following the wind-down and dissolution of **RHI**, and that insurance counsel shall be authorized to communicate with the **COUNTY**, through its County Attorney's Office, concerning all necessary matters. The **COUNTY** agrees its County Attorney's Office shall be designated as the primary point of contact for all relevant matters.

C. **RHI** agrees to pay any and all debts, known up to the time of transfer of funds. **RHI** shall provide all financial data, audits, and fully and completely disclose any and all liabilities, accrued, payable or projected to the **COUNTY**. **COUNTY** agrees to indemnify the Board of Directors of **RHI**, to the extent allowable under Florida law, without waiver of sovereign immunity. Following the transfer of funds, **COUNTY** agrees to be the payer of all outstanding debts and liabilities of **RHI**, including litigation, known or unknown, contingent or realized, foreseen or unforeseen, developed or undeveloped and for any damages and consequences thereof to the extent of the funds transferred to **COUNTY** by **RHI**. Sovereign immunity is not waived in any way as a result of this agreement.

D. **COUNTY** has exercised its own independent due diligence, judgment, examination, research and review of the financial position, assets, obligations, debts, liabilities, outstanding litigation, books and records of **RHI**, or has had reasonable opportunity to do so; Has independently reviewed the potential risk and benefits of entering into this agreement and is satisfied with the financial disclosure by **RHI**; and has obtained either independently or from **RHI** all relevant and material information requested, desired and deemed necessary by the **COUNTY** that would affect **COUNTY'S** decision to enter into this agreement.

E. **RHI** warrants that it is a corporation duly formed and existing and in good standing under the laws of the State of Florida with the ability to enter into this transaction. **RHI** agrees to adopt an appropriate corporation resolution to enter into this agreement, to dissolve itself and its subsidiaries and to file all necessary documents, plans of distribution of corporate assets and articles of dissolution as necessary to formally dissolve **RHI** and its subsidiary corporations in accord with Chapter 617 Florida Statutes. **RHI** shall retain full responsibility for all necessary professional fees and costs involved with this process. **County** in no way wishes to continue, further or use the Corporate entity **RHI** in any manner or form.

E. **County**, by and through its Board of County Commissioners, agrees that the Volunteer Board of Directors of **RHI** shall not be held liable by the **County** for their actions in their individual capacities as Directors, in furtherance of the business of **RHI**. The members of the Board of Directors of **RHI** shall be determined by the official Corporate Annual Report, as filed with the Florida Secretary of State, Division of Corporations.

F. RHI shall establish retainers to its counsel, Daniel Merritt Jr. P.A., and to its accountants, Oliver & Company, in the amounts of twenty-five hundred dollars (\$2500) each, to provide for services in connection of the wind down of RHI.

II. If any of the provisions of this agreement should in whole or in part be held invalid in a final judgment by a court of competent jurisdiction, such invalidity shall not affect the validity of the rest of this Agreement, the parties hereto intending that such provision be severable.

III. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties or their successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.


IV. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. Any disputes arising out of this Agreement shall be brought in Hernando County Courts.

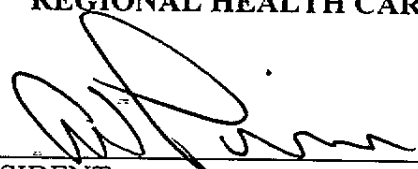
V. This Agreement sets forth the entire agreement of the parties hereto and supersedes any prior agreements and understandings, whether oral or written, between them concerning its subject matter. This Agreement may not be amended or modified other than in writing executed by the parties hereto.

VI. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed as one and the same document.

In witness thereof, said parties have caused their proper corporate or other seals to be affixed this day.

REGIONAL HEALTH CARE INC.


SECRETARY

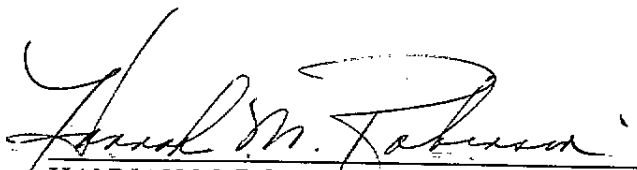

PRESIDENT

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

(SEAL)

Attest


KAREN NICOLAI, CLERK


HANNAH M. ROBINSON, CHAIRPERSON

