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MERGER OR SHARE EXCHANGE

HOLY CROSS HOSPITAL, INC.

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**ARTICLES OF MERGER
OF
HOLY CROSS HEALTH MINISTRIES, INC.
INTO
HOLY CROSS HOSPITAL, INC.**

In compliance with the requirements of Florida law, including without limitation, Florida Statutes §§ 617.1101, 617.1103, and 617.1105, the undersigned not for profit corporations, desiring to effect a merger, hereby certify as follows:

Article I

Holy Cross Health Ministries, Inc. ("HCHM" or the "Merging Corporation") is hereby merged with and into Holy Cross Hospital, Inc. ("HCH") such that HCH shall be the surviving corporation (the "Surviving Corporation").

Article II

The name of the surviving corporation is Holy Cross 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 4725 North Federal Highway, Fort Lauderdale, Florida 33308.

Article IV

The Plan 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 Member of HCHM on October 12, 2006. The vote in favor of the Plan of Merger was unanimous and the number of votes cast for the merger was sufficient for the formal approval of the Plan of Merger.

Article VI

The Plan of Merger was adopted and approved in accordance with Florida Statutes, Chapter 617, by the Member of HCH on September 25, 2006. The vote in favor of the Plan of Merger was unanimous and the number of votes cast for the merger was sufficient for the formal approval of the Plan of Merger.

Article VII

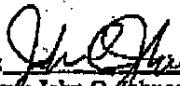
The Articles of Incorporation of the Surviving Corporation, as amended and restated and attached to the Plan of Merger as Exhibit A thereto ("Sixth Amended and Restated Articles of Incorporation") shall be the articles of incorporation of the Surviving Corporation until altered, amended or repealed as provided in the Sixth Amended and Restated Articles of Incorporation or by applicable law.

Article VIII

These Articles of Merger shall be effective upon filing hereof 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 27th day of December, 2006.

HOLY CROSS HEALTH MINISTRIES,
INC.

By: 
Name: John C. Johnson
Title: President/CEO

HOLY CROSS HOSPITAL, INC.

By: 
Name: John C. Johnson
Title: President/CEO

EXHIBIT A**PLAN AND AGREEMENT OF MERGER**

This Plan and Agreement of Merger ("Agreement") is executed to be effective as of the 29th day of December 2006, by and between Holy Cross Health Ministries, Inc., a Florida not for profit corporation ("HCHM" or the "Merging Corporation"), and Holy Cross Hospital, Inc., a Florida not for profit corporation ("HCH" or the "Surviving Corporation").

WHEREAS, HCHM was incorporated in the State of Florida on October 10, 1997, and is subject to the laws of Florida applicable to not for profit corporations;

WHEREAS, HCH was incorporated in the State of Florida on April 23, 1990, and is subject to the laws of Florida applicable to not for profit corporations;

WHEREAS, HCHM and HCH deem it advisable and in their respective best interests that HCHM be merged with and into HCH (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.

ARTICLE I**PLAN OF MERGER**

1.01 Adoption of Plan. This Agreement by and between HCHM, as the Merging Corporation, and HCH 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 HCH as the Surviving Corporation, to exist and be governed by the laws of the State of Florida.
- (b) As of the effective date of the Merger, the name of the Surviving Corporation shall be Holy Cross Hospital, Inc.
- (c) As of the effective time and date of the Merger, the separate existence of the Merging Corporation shall cease and all assets of the Merging Corporation 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.

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 Articles of Merger to be filed of record with the Florida Department of State.

1.03 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 HCH 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 HCH Board.

1.04 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 actions.

ARTICLE II

TRUSTEES AND OFFICERS

2.01 Trustees and Officers of Surviving Corporation: Authorization.

- (a) The existing Boards of Trustees of HCH and HCHM shall continue to serve as the Board of Trustees of the Surviving Corporation until the next annual meeting in the first quarter of 2007 or until their successors have been duly elected and qualified in accordance with the Articles and Bylaws of the Surviving Corporation. The current members of the HCHM Board of Trustees shall serve as members of HCH Board of Trustees for the period of January 1, 2007, through to the next annual meeting of the HCH Board of Trustees to take place during the first quarter of 2007 (regardless of the remaining duration of their terms as members of the HCHM Board of Trustees).
- (b) All persons who, as of the effective date of the Merger, are officers of HCH, shall remain as officers of the Surviving Corporation until the next annual meeting or until their successors have been duly appointed and qualified in accordance with the Sixth Amended and Restated Articles of Incorporation and Bylaws of the Surviving Corporation.

- (c) The Chairpersons and Presidents of the Merging Corporation and the Surviving Corporation, 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 hereby 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.

ARTICLE III

ARTICLES OF INCORPORATION AND BYLAWS

3.01 Articles of Incorporation and Bylaws of Surviving Corporation. The Articles of Incorporation of HCH, as amended and restated, which are attached hereto as Exhibit A (the "Sixth Amended and Restated Articles of Incorporation") shall be the articles of incorporation of the Surviving Corporation from and after the effective date and time of the Merger and shall continue in full force and effect until altered, amended, or repealed, as provided in the Sixth Amended and Restated Articles of Incorporation of the Surviving Corporation or as provided by applicable law.

ARTICLE IV

BEQUESTS AND DISTRIBUTIONS

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

ATTEST:

HOLY CROSS HEALTH MINISTRIES,
INC., a Florida not for profit corporation

Joyeth B. Buford

By: [Signature]
Name: John C. Johnson
Title: President/CEO

ATTEST:

HOLY CROSS HOSPITAL, INC., a Florida
not for profit corporation

[Signature]

By: [Signature]
Name: John C. Johnson
Title: President/CEO