



P00000057130

FILED
JUN 30 PM 4:08
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032
REFERENCE : 750975 4334907
AUTHORIZATION : *Patricia Pigato*
COST LIMIT : \$ 78.75

ORDER DATE : June 30, 2000

ORDER TIME : 3:08 PM

ORDER NO. : 750975-005

CUSTOMER NO: 4334907

CUSTOMER: Ms. Heather Burgess
Hca The Healthcare Company
Po Box 750
One Park Plaza
Nashville, TN 37203

Merger

900003310529--8

ARTICLES OF MERGER

COLUMBIA PARK HEALTHCARE
SYSTEMS, INC.

INTO

COLPARK MERGERCO, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

RECEIVED
JUN 30 PM 3:57
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

DR
#7/3/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

COLUMBIA PARK HEALTHCARE SYSTEM, INC., a Fla corp. P94000009578

INTO

COLPARK MERGERCO, INC., a Florida entity, P00000057130

File date: June 30, 2000

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 78.75

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

FILED
00 JUN 30 PM 4:08
STATE OF FLORIDA
TALLAHASSEE

First: The name and jurisdiction of the surviving corporation is:

Name

Jurisdiction

ColPark Mergerco, Inc.

a Florida corporation

Second: The name and jurisdiction of each merging corporation is:

Name

Jurisdiction

Columbia Park Healthcare System, Inc.

a Florida corporation

Third: The Agreement and Plan of Merger is attached.

Fourth: The merger shall become **effective at 11:59 p.m. June 30, 2000.**

Fifth: Adoption of Merger by surviving corporation.

The Plan of Merger was adopted by the shareholders of the surviving corporation on June 30, 2000.

Sixth: Adoption of Merger by merging corporation.

The Plan of Merger was adopted by the shareholders of the merging corporation on June 30, 2000.

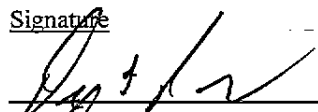
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

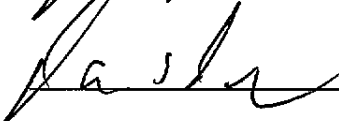
Typed Name & Title

ColPark Mergerco, Inc.



David Denson
Assistant Secretary

Columbia Park Health System, Inc.



David Denson
Assistant Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 30, 2000, to be effective at 11:59 p.m. on June 30, 2000, is made and entered into by and between Columbia Park Health System, Inc., a Florida corporation (hereinafter referred to as "Merging Company"), and Colpark Mergerco, Inc., a Florida corporation (hereinafter referred to as "Mergerco" or the "Surviving Company").

RECITALS:

WHEREAS, corporations, partnerships or other legal entities affiliated (collectively, the "HCA Affiliates" or the "Majority Shareholder") with HCA - The Healthcare Company, a Delaware corporation ("HCA") own more than fifty percent (50%) of the issued and outstanding common stock, \$.01 par value (the "Common Stock"), of the Merging Company; and

WHEREAS, the Majority Shareholder of the Merging Company and the Surviving Company deem it desirable and in the best interests of the Merging Company that the Merging Company be merged with and into the Surviving Company 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 *The Merger.* Subject to the terms and conditions hereinafter set forth, at the Effective Time (as hereinafter defined), the Merging Company shall be merged with and into the Surviving Company (the "Merger") pursuant to Section 607.1101 of the Florida Business Corporation Act (the "Act"), and the separate existence of the Merging Company shall cease. Mergerco shall be the surviving company in the Merger and shall continue to be a Florida corporation governed by the Act. All real estate and other property and all liabilities and obligations of the Merging Company existing prior to the Effective Time shall become the assets and liabilities of Surviving Company subsequent to the Merger. After giving effect to the conversion of interests provided for in Section 1.5 hereof, the shareholders of the Surviving Company shall be the HCA Affiliates. The existing Articles of Incorporation of the Merging Company shall be canceled and terminated as of the Effective Time. The existing Articles of Incorporation and Bylaws of the Surviving Company shall continue unchanged; provided, however, the Articles of Incorporation of the Surviving Company shall be amended to change the name of Mergerco to Columbia Park Health System, Inc.

1.2 *Effects of the Merger.* Upon filing of Articles of Merger with the Florida Department of State, the Merger shall have the effects set forth in Section 607.1106 of the Act.

1.3 *Effective Time.* The Merger shall become effective at 11:59 p.m. on June 30, 2000 (the "Effective Time").

1.4 *Closing.* The closing of the Merger (the "Closing") shall take place at the offices of the Mergerco 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 Interests: the Surviving Company.* At the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Company, the Merging Company, or any shareholder thereof:

(a) except as set forth in Section 1.6 below, all of the issued and outstanding shares (the "Shares") of Common Stock immediately prior to the Effective Time that are owned by shareholders of the Merging Company, other than the HCA Affiliates, shall be converted into the right to receive \$10.00 cash per Share of Common Stock (the "Cash Consideration"); and

(b) except as set forth in subsection (a) of this Section 1.5, the shareholders of the Merging Company outstanding immediately prior to the Effective Time other than the HCA Affiliates shall not have any continuing interest in or ownership claim against the Merging Company; and

(c) from and after the Effective Time, the shareholders of the Merging Company outstanding immediately prior to the Effective Time, other than the HCA Affiliates, shall not be shareholders in the Surviving Company and the Shares owned by the HCA Affiliates shall be converted into shares of common stock of the Surviving Company and the Articles of Incorporation of the Surviving Company, and all amendments thereto, prior to the Effective Time will remain the Articles of Incorporation of the Surviving Company after the Effective Time.

1.6. *Dissenters' Rights.* A shareholder of the Merging Company who does not consent to the Merger shall have the right under Section 607.1302 of the Act to dissent from, and obtain payment of the fair value of his Shares if the Merger is consummated. A copy of the dissenters' rights and the procedure for exercising such rights is attached hereto as Exhibit A. A shareholder of the Merging Company who does not consent to the Merger and fails to comply with the procedural steps set forth on Exhibit A will lose his dissenters' rights and his Shares will be deemed canceled and automatically converted into the right to receive the Cash Consideration for his Shares.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE MERGING COMPANY

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

2.1 *Formation; Qualification.* The Merging Company is a corporation duly formed under the Act and is validly existing under the laws of the State of Florida. The Merging Company 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 provision of this Agreement 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 Company is a party.

2.3 *Authority, Authorization and Enforceability.* The Merging Company has all requisite power and authority to enter into and perform the provisions of this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of its Board of Directors and shareholders. This Agreement has been duly executed and delivered by the Merging Company and constitutes a valid and binding obligation of the Merging Company enforceable in accordance with its terms except as such may be limited by the availability of equitable remedies, public policy or by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SURVIVING COMPANY

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

3.1 *Formation; Qualification of Surviving Company.* The Surviving Company is a duly formed under the Act and validly existing under the laws of the State of Florida. The Surviving Company has all requisite corporate power and authority to engage in the transactions contemplated hereby.

3.2 *No Conflicts.* The consummation of the transactions contemplated hereby and compliance with the terms and provisions of this Agreement 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 Company is a party.

3.3 *Authority, Authorization and Enforceability.* The Surviving Company has all requisite power and authority to enter into and perform the provisions of this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Surviving Company. This Agreement has been duly executed and delivered by the Surviving Company and constitutes a valid and binding obligation of the Surviving Company enforceable in accordance with its terms except as such may be limited by the availability of equitable remedies, public policy or by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights.

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 Agreement (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 Agreement 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 Company or the Merging Company.

4.2 *Conditions to Obligations of the Merging Company to Effect the Merger.* The obligations of the Merging Company 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 Company shall have performed in all material respects its agreements contained in this Agreement required to be performed at or prior to the Effective Time.

(b) The representations and warranties of the Surviving Company contained in this Agreement 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.

4.3 *Conditions to Obligations of the Surviving Company to Effect the Merger.* The obligations of the Surviving Company 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 Company shall have performed in all material respects its agreements contained in this Agreement required to be performed at or prior to the Effective Time.

(b) The representations and warranties of the Merging Company contained in this Agreement 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 things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

ARTICLE VI TERMINATION

6.1 *Termination.* This Agreement 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 any party, (i) if the Merger shall not have occurred by December 31, 2000, unless the absence of such occurrence shall be due to the failure of the party seeking to terminate this Agreement to perform its agreements and covenants under this Agreement 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 Agreement;
- (c) by the Surviving Company, if the Merging Company shall have failed to perform its agreements and covenants contained herein, which failure has a material adverse effect on the Merging Company or materially and adversely affects the transactions contemplated by this Agreement; or
- (d) by the Merging Company, if the Surviving Company shall have failed to perform its agreements and covenants contained herein, which failure has a material adverse effect on the Surviving Company or materially and adversely affects the transactions contemplated by this Agreement.

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

ARTICLE VII MISCELLANEOUS

7.1 *Amendment.* This Agreement 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 Agreement shall survive the Merger for a period of one year after the Effective Time.

7.4 *Notices.* All notices and other communications to be given or made hereunder by any party shall be delivered by first class mail, or by personal delivery, postage or fees prepaid, to the other parties at the addresses shown as follows:

If to the Merging Company:

Columbia Park Health System, Inc.
c/o David L. Denson, Esq.

One Park Plaza
Nashville, Tennessee 37203

If to the Surviving Company:

Colpark Mergerco, Inc.
c/o David L. Denson, Esq.
One Park Plaza
Nashville, Tennessee 37203

7.5 *Counterparts.* This Agreement 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 Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement 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 Agreement, 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 any of them, with respect to the subject matter hereof.

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

7.9 *Assignment.* This Agreement shall not be assigned by operation of law or otherwise without the consent of all parties hereto.

7.10 *No Implied Waiver.* Except as expressly provided in this Agreement, no course of dealing among 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 Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida (regardless of the laws that might otherwise govern under applicable Florida principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Colpark Mergerco, Inc.

By: [Signature]
Name: John M. French II
Title: Vice President

Columbia Park Health System, Inc.

By: [Signature]
Name: John M. French V
Title: Vice President