

This Instrument Prepared by:
J. William Rose, Jr., Esq.
Russell L. Irby, III, Esq.
✓ Johnston, Barton, Proctor & Powell
2900 AmSouth/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618

ARTICLES OF MERGER

BETWEEN

SHELBY BAPTIST, INC.
an Alabama Nonprofit Corporation

AND

BAPTIST HEALTH SYSTEM, INC.
an Alabama Nonprofit Corporation

Inst # 1996-32971

10/04/1996-32971
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 25.00

Pursuant to the provisions of Section 10-3A-103 of the Alabama Nonprofit Corporation Act, the undersigned SHELBY BAPTIST, INC., an Alabama nonprofit corporation, and BAPTIST HEALTH SYSTEM, INC., an Alabama nonprofit corporation, hereby adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. There is attached hereto, and incorporated herein as fully as if here set out, a copy of the Plan of Merger between the undersigned corporations.
2. The sole member of Shelby Baptist, Inc. is The Shelby County Health Care Authority, which voted in favor of such Plan of Merger at a meeting at which a quorum was present, held for such purpose on September 30, 1996.

3. Baptist Health System, Inc. has no members. The Plan of Merger was adopted by the Board of Trustees of Baptist Health System, Inc. at a meeting held for such purpose on March 13, 1996, at which meeting the Plan of Merger was approved by a majority of the Board of Trustees in office.

4. The respective counties in which the Articles of Incorporation of the corporations are filed are as follows:

Baptist Health System, Inc.
Shelby Baptist, Inc.

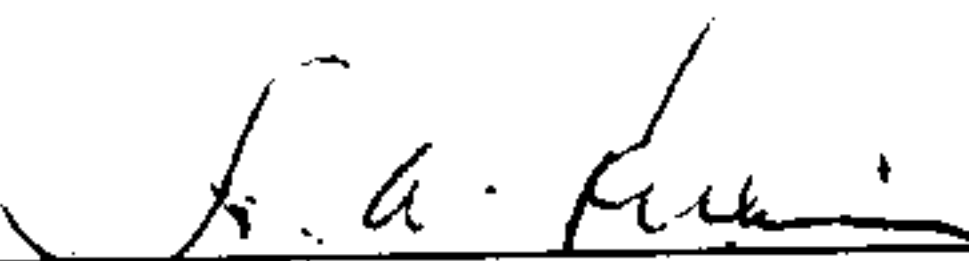
Jefferson County, Alabama
Shelby County, Alabama

5. The name of the Surviving Corporation shall be BAPTIST HEALTH SYSTEM, INC.

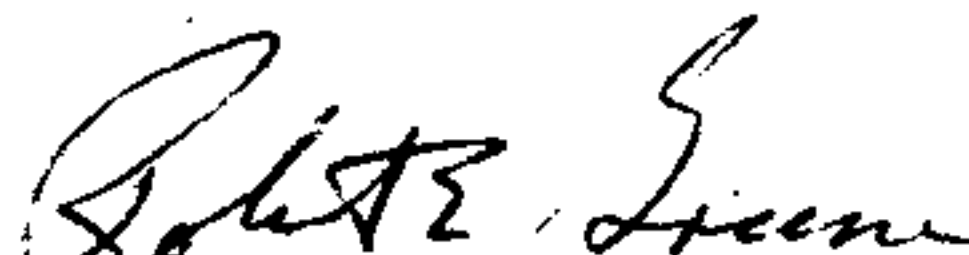
EXECUTED this 30th day of September, 1996.


SHELBY BAPTIST, INC.

By: 
Its: President

By: 
Its: Secretary

BAPTIST HEALTH SYSTEM, INC.

By: 
Its: Corporate Secretary V.P. Furrina

By: 
Its: Secretary

STATE OF ALABAMA)
Shelby COUNTY)

VERIFICATION

Before me, the undersigned authority in and for said county in said state, personally appeared PAUL BALTER JR. who first being duly sworn, says that he with full authority, executed these Articles of Merger as the President of Shelby Baptist, Inc. for and as the act of said corporation, and that the matters and things set forth in the foregoing Articles of Merger are all true and correct.

SWORN to and SUBSCRIBED before me this 20th day of Sept., 1996.

[Signature]
Notary Public

MY COMMISSION EXPIRES MAY 31, 2000

STATE OF ALABAMA)
Shelby COUNTY)

VERIFICATION

Before me, the undersigned authority in and for said county in said state, personally appeared A. H. Rubin, who first being duly sworn, says that he with full authority, executed these Articles of Merger as the Secretary of Shelby Baptist, Inc. for and as the act of said corporation, and that the matters and things set forth in the foregoing Articles of Merger are all true and correct.

SWORN to and SUBSCRIBED before me this 24th day of Sept., 1996.

[Signature]
Notary Public

MY COMMISSION EXPIRES MAY 31, 2000

STATE OF ALABAMA)
JEFFERSON COUNTY)

VERIFICATION

Before me, the undersigned authority in and for said county in said state, personally appeared Robert E. Greene, who first being duly sworn, says that he with full authority, executed these Articles of Merger as the Corporate Senior V.P. of Baptist Health System, Inc., for and as the act of said corporation, and that the matters and things set forth in the foregoing Articles of Merger are all true and correct.

SWORN to and SUBSCRIBED before me this 1st day of October, 1996.

Jan J. Ann
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

VERIFICATION

Before me, the undersigned authority in and for said county in said state, personally appeared James R. Bruton, who first being duly sworn, says that he with full authority, executed these Articles of Merger as the Secretary of Baptist Health System, Inc., for and as the act of said corporation, and that the matters and things set forth in the foregoing Articles of Merger are all true and correct.

SWORN to and SUBSCRIBED before me this 30th day of September, 1996.

Baron Q. Swann
Notary Public

This Instrument Prepared by:
J. William Rose, Jr., Esq.
Russell L. Irby, III, Esq.
Johnston, Barton, Proctor & Powell
2900 AmSouth/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618

PLAN OF MERGER
For The Merger Of
SHELBY BAPTIST, INC.

with
BAPTIST HEALTH SYSTEM, INC.

This Plan of Merger provides for the merger of SHELBY BAPTIST, INC., an Alabama nonprofit corporation (such corporation being referred to as the "Merging Corporation"), with and into BAPTIST HEALTH SYSTEM, INC., an Alabama nonprofit corporation (sometimes hereinafter called the "Surviving Corporation"), pursuant to and in accordance with the provisions of the Alabama Nonprofit Corporation Act.

1. The names of the corporations proposing to merge are Shelby Baptist, Inc. and Baptist Health System, Inc. Shelby Baptist, Inc. proposes to merge with and into Baptist Health System, Inc., so that after the merger becomes effective, the name of the Surviving Corporation shall be Baptist Health System, Inc.

2. The terms and conditions of the proposed merger are as follows:

(a) The effective date of the merger shall be October 1, 1996.

(b) Upon the consummation of the merger, the Surviving Corporation, in addition to continuing to possess all of its rights, privileges, immunities and powers (subject to all of its duties and liabilities prior to the merger), shall possess all the rights, privileges, immunities and powers of the Merging Corporation and shall be subject to all the duties and liabilities of the Merging Corporation.

(c) Upon the consummation of the merger, all and singular the rights, privileges, powers, and franchises and all property real, personal or mixed and all debts due on any account and all other things in action belonging to the Merging Corporation shall be vested in the Surviving Corporation, and shall not in any way be impaired by reason of the merger.

(d) From and after the effective date of the merger, the Surviving Corporation shall henceforth be responsible and liable for all liabilities and obligations of the Merging Corporation, and all rights of creditors and all liens upon the property of the Merging Corporation shall be preserved unimpaired in the Surviving Corporation after the merger.

(e) Contemporaneously with the adoption of this Plan of Merger, the Shelby County Health Care Authority, the sole member of Shelby Baptist, Inc. and Baptist Health System, Inc., shall enter into certain transition agreements providing for certain agreements and covenants between such parties relating to the operation of that certain hospital and health care facility located in Alabaster, Alabama, known as the Shelby Medical Center.

(f) In consideration of the merger of Shelby Baptist, Inc. with and into Baptist Health System, Inc. described herein, Baptist Health System, Inc. shall provide to the Shelby County Health Care Authority the following consideration:

(i) Upon the effective date of the merger, Baptist Health System, Inc. shall pay to the Shelby County Health Care Authority the sum of

Forty-Five Million Dollars (\$45,000,000) (the "Funds") payable in cash or by wire transfer or in other immediately available funds.

(ii) As additional consideration, Baptist Health System, Inc. shall defease or provide for payment of the Shelby County Health Care Authority's (A) \$600,000 Bond, Series 1994, currently outstanding in the principal amount of approximately Two Hundred Fifty Thousand Dollars (\$250,000); (B) Hospital Tax Anticipation Bonds, Series 1993, currently outstanding in the principal amount of approximately Seven Million One Hundred Ten Thousand Dollars (\$7,110,000); (C) Hospital Tax Anticipation Bonds, Series 1988, currently outstanding in the principal amount of approximately Six Hundred Sixty Thousand Dollars (\$660,000); and (D) Hospital Tax Anticipation Bonds, Series 1972, currently outstanding in the principal amount of approximately One Million Two Hundred Fifteen Thousand and No/100 Dollars (\$1,215,000.00).

(iii) As additional consideration, Baptist Health System, Inc. shall assume all liabilities of the Merging Corporation in accordance with the provisions of the Alabama Nonprofit Corporation Act and this Plan of Merger.

(g) There shall be no changes in the Articles of Incorporation or in the Bylaws of the Surviving Corporation to be effected by the merger.



STATE OF ALABAMA
OFFICE OF THE SECRETARY OF STATE

I hereby certify that this is a true and complete copy of the
document filed in this office on October 1, 1996

Jim Bennett

Jim Bennett
Secretary of State

October 1, 1996

Date

Inst # 1996-32971

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SHELBY COUNTY JUDGE OF PROBATE
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