

ALABAMA
ARTICLES OF MERGER
OF
BROOKWOOD RIVERCHASE PRIMARY CARE CENTER, INC. INTO
ALABAMA MEDICAL GROUP, INC.

FILED IN OFFICE

JUN 02 1998

SECRETARY OF STATE

Inst # 1998-20553

In accordance with the Code of Alabama, 1975, the following articles of merger or share exchange are submitted.

1. The name of the surviving corporation is:
Alabama Medical Group, Inc.
2. The plan of merger or share exchange is as follows:
See Agreement and Plan of Merger attached.
3. The number of shareholder votes required, their designation, number of outstanding shares, number of votes to be cast by each voting group and the number of votes cast for and against the plan:
Commons Shares - Authorized: 1,000; Issued: 1,000
Number of shares for the Plan - 1,000
4. The number of votes cast for the plan by each voting group was sufficient for approval by the voting group.

5. The county where the articles of incorporation for each domestic corporation involved in the merger is filed:

Alabama Medical Group, Inc. - Montgomery County
Brookwood Riverchase
Primary Care Center, Inc. - Shelby County

Dated: May 8, 1998

signature

Lawrence G. Hixon, Vice President
name & title

Alabama Medical Group, Inc.
corporation

signature

name & title

corporation

signature

name & title

corporation

Inst # 1998-20553

06/04/1998-20553
09:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 25.00

(ALA. - 3 - 5/18/95)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is made effective as of June 1, 1998, between Alabama Medical Group, Inc., an Alabama corporation ("Surviving Corporation"), and Brookwood Riverchase Primary Care Center, Inc., an Alabama corporation ("Merging Corporation").

RECITALS

A. The Merging Corporation desires to merge into the Surviving Corporation and such merger has been approved by the sole director and sole shareholder of the merging corporation; and

B. The Surviving Corporation desires to have the Merging Corporation merge into the Surviving Corporation and such merger has been approved by the sole director and the sole shareholder of the Surviving Corporation;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Merger. The Merging Corporation hereby merges with and into the Surviving Corporation.

2. Certificates of Incorporation. The Certificate of Incorporation of the Surviving Corporation, as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation following the merger.

3. Conversion of Shares. The manner of converting the outstanding shares of the capital stock of the Merging Corporation into the shares or other securities of the Surviving Corporation shall be as follows:

- (a) At the effective date of the merger, all of the issued and outstanding shares of the common stock of the Surviving Corporation, all of which is held by Tenet HealthSystem Medical, Inc., a Delaware corporation ("Tenet"), shall continue to be issued and outstanding shares, and shall continue to be held by Tenet, and each certificate held by Tenet evidencing ownership of any and all such shares shall

continue to evidence the ownership of the same number of shares of common stock of the Surviving Corporation as was the case prior to the merger.

1. (b) At the effective date of the merger, all of the issued and outstanding shares of common stock of the Merging Corporation, all of which are held by Brookwood Health Services, Inc., shall be delivered to such Merging Corporation for cancellation.

4. Terms and Conditions of Merger. The terms and conditions of the merger are as follows:

- (a) The bylaws of the Surviving Corporation as they may exist on the effective date of the merger shall be and remain the bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.
- (b) The sole director and officers of the Surviving Corporation shall continue in office until the next annual meeting of sole shareholder or until his successor otherwise shall have been elected and qualified.
- (c) The merger shall become effective upon the filing of this Agreement with the Secretary of State of Alabama, pursuant to the General Corporation Laws of the State of Alabama, following (1) approval of this Agreement by the sole director and sole shareholder of the Surviving Corporation and the Merging Corporation, and (2) waiver by the sole director and sole shareholder of the Merging Corporation of the mailing of a copy of this Agreement.
- (d) Upon the merger becoming effective, all of the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporations shall be transferred to, vested in, and devolve upon, the Surviving Corporation without further act or deed and all property, rights and every other interest of the Merging Corporation shall be as effectively the property of the Surviving Corporation as they were of the Merging Corporation. The Merging Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or its successors or assigns, to execute and deliver or cause to be executed and delivered all such documents, instruments, agreements, deeds and documents and to take or cause to be taken, such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of such Merging Corporation acquired or to be acquired by reason of or as a result of the merger provided for herein and otherwise to carry out the interest and

purposes hereof and the proper officers and sole director of the Merging Corporation and the proper officers and sole director of the Surviving Corporation are fully authorized on behalf and in the name of the Merging Corporation to execute and deliver or cause to be executed and delivered, all such documents, instruments, agreements, deeds and documents, and to take or cause to be taken, such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of such Merging Corporation acquired or to be acquired by reason of or as a result of the merger provided for herein and otherwise to carry out the interest and purposes hereof.

5. General Provisions

- (a) All paragraph headings in this Agreement are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement,
- (b) This Agreement represents the entire agreement between the parties concerning the subject matter hereof and no provision or document of any kind shall be included in, or form part of, the Agreement unless it is agreed to in writing by the parties hereto.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, each of the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by its respective sole director and sole shareholder has caused this document to be executed as the respective act, deed and agreement of each of said corporations, as of the date first above written.

Surviving Corporation:

Alabama Medical Group, Inc.

By: 

Name: Lawrence G. Hixon

Title: Vice President

Merging Corporation:

Brookwood Riverchase Primary Care Center, Inc.

By: 

Name: Terence P. McMullen

Title: Vice President

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on 6-2-98

DATE 6-2-98
John Almon
Secretary of State

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06/04/1998-20553
09:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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